



सीएमपीडीआई

Cmpdi

A Mini Ratna Company

**DETAILED TENDER DOCUMENT
FOR
ARCHITECTURAL SERVICES AND ALLIED CONSULTANCY
SERVICES
FOR
CONSTRUCTION OF BALANCE WORK OF MINERM, MAHANADI
COAL FIELDS LIMITED, BHUBANESHWAR**



**Central Mine Planning and Design Institute Ltd.
(A Subsidiary of Coal India Ltd.)
Gondwana Place, Kanke Road,
Ranchi - 834031 (Jharkhand)**



cmpdi
A Mini-Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीट्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
गोन्दवाना प्लेस, काँके रोड, राँची - 834 031, झारखंड (भारत)
Central Mine Planning & Design Institute Limited

(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand (INDIA)
Corporate Identity Number (CIN): U14292JH1975GOI001223

NIT संख्या.:10 of 2021-22

दिनांक: 08.02.2022

निविदा सूचना

Notice Inviting Tender (Only Financial Offer) - LIMITED TENDER

Appointment of Consultant for Architectural and allied Consultancy services with Supervision and Quality Control for Building Construction from the empanelled List of CMPDI for Architectural and Allied Services

Tenders for the work given below are invited on-line under two part system on the website <https://coalindiatenders.nic.in> from the eligible CMPDI empanelled architectural consultants having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA for Selection of Consultant for Architectural and allied services with Supervision and Quality Control for Building Construction.

Name of Work & Location	Approx. Cost of Project (Including GST) (In Rs.)	Approx. Cost of Consultancy (Including GST) (In Rs.)	Earnest Money (In Rs.)	Completion period of work (in days)
Architectural and allied consultancy services with Supervision and Quality Control for Construction of Balance work of MINERM, MCL, Bhubaneshwar, Orisha	Project cost :approx. RS 3000 lakhs	115 lakhs	1,43,800/-	16 Months or completion of execution of the project whichever is later

(i). For Site visit of location of work, the prospective bidder(s) may contact

Tender authority inviting	Contact Person(s)/Tender Dealing Officer(s)	
General Manager(Civil) CMPDIL, Kanke Road, Ranchi-834008	Shri J.Sinha , Ch. Mgr(Civil) CMPDIL, RI-VII, Bhubaneshwar, M-9438881023 /9937045678	Shri Sourabh Panda, AM(Civil) CMPDIL(HQ),

Tender authority inviting	Contact Person(s)/Tender Dealing Officer(s)	
		Kanke Road, Ranchi Ranchi-834008 M-7360049567

2. Time Schedule of Tender:

Sl. No	Particulars	Date	Time
a.	Tender e-Publication date		
b.	Document download start date		
c.	Document download end date		
d.	Bid Submission start date		
e.	Bid submission end date		
f.	Start date for seeking Clarification on-line		
g.	Last date for seeking Clarification on-line		
h.	Date of Pre-bid meeting (if any)		
i.	Technical Bid (Cover I) opening date		
j.	Price Bid (Cover II) opening date		

Note: The auto extension of submission of bid shall be applicable as per details mentioned in clause No.14 of NIT.

3. Earnest Money Deposit(EMD):

The bidder will have to make the payment of EMD through ONLINE mode only.

- 3.1** In Online mode the bidder can make payment of EMD either through **NET-BANKING** from designated Bank(s) or through **NEFT/RTGS** from any scheduled Bank(s).

NET-BANKING: In case of payment through net-banking the money will be immediately transferred to CIL/ Subsidiary's designated Account.

NEFT/RTGS: In case of payment through NEFT/RTGS from any scheduled bank(s), the bidder will have to make payment as per the Challan(s) generated by system on e-Procurement portal. The payment of EMD through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to CIL/ Subsidiary account before submission of bid.

- 3.1.1** The Bidder will be allowed to submit his/her/their bid only when the EMD is successfully received in CIL/ Subsidiary's designated account and the information flows from Bank to e-Procurement system.
- 3.1.2** In online payment of EMD, if the payment is made by the bidder within the last date and time of bid submission but not received by CIL/ Subsidiary within the specified period due to any reason(s) whatsoever then the bid will not be accepted. However, the EMD will be refunded back to the bidder.

- 3.2 If the bidder defaults in satisfying Techno-commercial criteria, full EMD will be forfeited and delisted one year from the empanelled list of CMPDIL and CIL and its subsidiary.

4. Pre-bid Meeting:

The pre-bid meeting if applicable shall be held in the office of Tender Inviting Authority, on the scheduled date & time, if specified in the NIT. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. The management shall circulate proceedings of the pre-bid meeting, if held.

5. Clarification of Bid:

The bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible to the relevant queries.

6. User Portal Agreement:

The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through <https://coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement.

7. Eligible Bidders:

The invitation of financial bid is limited to empanelled consultants/consultancy firms, having eligibility to participate as per eligibility criteria stipulated in clause No.8 of NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

8. Eligibility Criteria:

A. Work Experience of Group wise empanelled Consultants/consultancy firms:

Two groups i.e. Group – II and Group –III of already approved empaneled list of Consultants circulated vide office order No: CE/EMPANELMENT LIST/21-22/147 dated 06.05.2021, are eligible to bid for this tender,

B. Permanent Account Number(PAN) :

The bidder should possess valid Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line :

- i) Confirmation regarding possessing of Permanent Account Number(PAN) issued by Income Tax department, Govt. of India in the form of Yes / No.

C. Goods and Services Tax (Not Applicable for Exempted Services)

The bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

- i). Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.

Note:

1. If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.
2. During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

9. Submission of Bid:

- a. (i). In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.

- (ii). The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.

b. Confirmatory Documents:

All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her/their bid.

Sl. No.	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENTS)
1	2	3
1	Work Experience (Ref. Clause No.8(A) of NIT)	Two groups i.e., Group – II and Group –III of Empanelled List approved by CMPDI. Letter of empanelment issued by CMPDI to be enclosed.
2	Permanent Account Number (Ref. Clause	PAN card issued by Income Tax department, Govt. of India.

Sl. No.	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENTS)
	<i>No.8(B) of NIT)</i>	
3	<p>Goods and Services Tax (GST) Status of Bidder <u>(Not Applicable for Exempted Services)</u></p> <p>(Ref. Clause No.8(C) of NIT and BOQ)</p>	<p>The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: GST Registered Bidder under regular scheme</p> <p>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>b) Status: GST Registered Bidder under composition scheme</p> <p>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>c) Status: GST unregistered bidder:</p> <p>Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.</p> <p>Note:</p> <p><i>i) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.</i></p>
4	<p>Digital Signature Certificate (DSC) :</p> <p>If the bidder himself is the DSC holder bidding on-line then no document is required.</p> <p>However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.</p>	
5	<p>a. Undertaking by Bidder/s on his/her/their Letter Head regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility, as per the format given in the bid document at Annexure- II</p>	
6	<p>Letter of Bid by Bidder/s on his/her/their Letter Head as per Annexure-I.</p>	

Sl. No.	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENTS)
		<p>Note: Only one file in .pdf format can be uploaded. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.</p>

c. Letter of Bid (LoB): The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information, which contradicts the content and spirit of the original format of LoB.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the LoB shall be requested under the head Confirmatory documents and subsequently accepted or rejected as applicable. However inclusion of any additional redundant information by the Bidder in the submitted Letter of Bid (LOB), which does not contradict the content and spirit of original format of LOB uploaded by department will not be a cause of rejection of his/her bid.

d. Price bid: The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and bidder will quote the rates for all items on this Excel file. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status from the following drop down list given in the BOQ:-

- I. Status: GST Registered Bidder under regular scheme
- II. Status: GST Registered Bidder under composition scheme
- III. Status: GST unregistered bidder

The rates quoted by the bidder will be excluding GST and GST component (to be paid by CIL / Subsidiary and/or the bidder) will appear as a separate entity. The component of GST will be taken by the system based on the status of bidder selected by the bidder during bid submission and with the pre-defined business logic given in the BOQ file by the department. This file will be digitally signed and uploaded by the bidder after ascertaining the correctness of facts and figures.

Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The bidder will have to quote for all the tendered items. The Price Bid of the tenderers will have no condition. The price bid which is incomplete and not submitted as per instruction given in this document is liable for rejection.

The consultant is required to quote the rate in the following manner:

S.N	Description of Service	Rate to be quoted by Consultant
1	For Architectural and allied services including surveying/assessing of the existing facilities, cost estimation, construction drawings, BOQ, NIT and justification rates as per CIL Norms as per section-D of NIT	Lump Sum as per the scope of work or Terms of condition (TOR)
2	For Supervision and Quality Control (SQC) during the execution of the Project /& till completion of the project as per Section-D of NIT	Lump Sum as per the scope of work or Terms of condition (TOR)

Note: Before bidding, it is advised to visit the existing site to assess the balance works to be undertaken to complete the project in fully operation condition.

The price quoted by bidder shall include all component of key personnel and supporting staff as well as the lump sum component (i.e. support staff, fully furnished office accommodation, transportation, equipment, communication facilities, insurance etc.). No additional charges/fees will be paid. Whereas for statutory approval of states of plans, registration fees or any kind of fees/demand notes etc., if required, which will be paid separately through the clients/MCL.

10. System consideration of Price/Financial Bid

The L1 bidder will be decided based on Overall Quoted Value (i.e., cost to the Company). The system for decision of L1 bidder will be as per following 02(two) cases:-

Case – 1: Supply for which INPUT TAX CREDIT (ITC) is not available to the Company.

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the bidder **or** by CIL/ Subsidiary taken by the system will be added to decide the L1 i.e., the ranking of the Bidders will be decided based on rates quoted by the bidders plus GST. This value of the bidder will be “the Cost to Company”.

Then share of GST to be deposited by CIL/ Subsidiary, if any, will be deducted from overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

Case – 2: Supply for which INPUT TAX CREDIT (ITC) is available to the Company.

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the Bidder **or** by CIL/ Subsidiary taken by the system will be ignored to decide the L1 i.e., the ranking of the Bidders will be decided based on rates quoted by the bidders excluding GST. This value of the bidder will be “the cost to Company”.

Then share of GST to be paid by bidder shall be added with overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no

condition. **The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.**

Note: The bidder should select their GST category as per clause no. 9.D of NIT.

11. Bid Submission:

All bids are to be submitted on-line on the website <https://coalindiatenders.nic.in>. No bid shall be accepted off-line unless otherwise specified.

12. System Requirement:

It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, CIL/ Subsidiary shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

13. Opening of Technical Bid:

- 13.1 The Technical bid (Cover-I) will be opened one day after the Bid submission end date or next working day whichever is later. Technical bid (Cover-I) will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates after the prescheduled date & time of Tender Opening.
- 13.2 The documents were sought for updation of PAN, GST of empanelled parties.
- 13.3 All the documents uploaded by bidder(s) including Letter of Bid and the Evaluation sheets generated by the system online shall be downloaded after opening of Technical bid (Cover-I). After decryption and opening of Technical bid (Cover-I) the "technical bid opening summary" will be uploaded.

14. Technical Evaluation of Tender :

- A. After opening of Technical bid, the documents submitted by bidder(s) in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidder(s) online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for opening of price bid.
- B. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by

them online within the specified period of 7 days. No further clarification shall be sought from Bidder.

- C. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- D. The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- E. In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.
- F. Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the e-Procurement portal of CIL only.
- G. In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.
- H. After Technical evaluation of tender, "Technical Evaluation Summary" will be uploaded by the evaluator and price bid shall be opened after preschedule date and time mentioned in the NIT online in the e- Procurement portal of CIL. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of CIL after rescheduled date and time.
- I. In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).
- J. If L1 bidder backs out (i.e., Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in CIL/ Subsidiary including delisting from the empanelment of CMPDI.
- K. **Deleted**

L. Auto Extension of Critical Date

If number of bids received online is found to be less than 03(three) on end date of bid submission, then the following critical dates of the Tender will be automatically extended only once for a period of 04 (Four) days ending at 17.00 hrs:

- Last date of submission of Bid.
- Date of Opening of Tender.

If the extended Date falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal, then the same will be rescheduled to the next working day.

This extension will be also applicable in case of receipt of zero bid.

Notes:

1. The validity period of tender should be decided based on the final end date of submission of bids.

2. The auto extension shall work on the basis of number of bids received only. It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than 03(three).
3. After one extension, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

15. One Bid per Bidder:

Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Public Limited / Private Limited Company. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

16. Refund of EMD:

- a. If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- b. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
- d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e. If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
- f. At the option of bidder, the EMD of successful bidder (on Award of Contract) will be retained by CIL/ Subsidiary and will be adjusted to Performance Security Deposit.

17. Site Visit:

- a) The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works and its surrounding, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder's own expense.
- b) It shall be deemed that the Bidder has visited the Site/Area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he/she/they actually visits the Site /Area or not and has taken all the factors into account while quoting his/her/their rates.

- c) The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.
- d) The Bidder, in preparing the bid, shall rely on the site investigation report/drawings etc. referred to in the bid document (if available), supplemented by any information available to the Bidder.

18. Taxes and Duties:

All duties, taxes (excluding Goods and Services Tax and GST Compensation Cess (If applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States), whether local, municipal, provincial or central pertaining to the contract payable by the bidder/Contractor under the Contract (during the entire period of contract), or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e., CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

Input tax credit is to be availed by CIL/Subsidiary as per rule.

If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the

part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest and penalty, if any.

The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

19. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

20. Technical Specifications/Scope of work:

The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

21. Currencies of Bid and Payment:

The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.

22. Handing Over of Documents/certificate:

On completion of the work, all sanctioned plans and certificate obtained from all agency shall be submitted in softcopy as well as hard copy in well covered files to the EIC. In case of Supervision and Quality control jobs assigned, handed over site shall be got it done through contractor engaged for the construction work after clear the debris, waste material etc and it is the responsibility of the consultants/consultancy firms to hander over the site the clients in all respect.

23. Deployment of Manpower and Instrumentation/software:

The tenderer(s) will deploy sufficient number and size of instruments/devices/software/machineries, if required, etc. and the technical/ supervisory personnel required for execution of the work.

24. Change in Constitution of the Contracting Agency:

Prior approval in writing of the company shall be obtained before any change is made in the constitution of the consultants/consultancy firms, otherwise it will be treated as a breach of Contract.

25. Canvassing in Tender:

Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

26. Letter of Acceptance (LOA)/Work Order/Agreement:

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL prior to expiration of the Bid validity period. The successful bidder will get the information regarding award of work on their personalised dash-board on-line. On receipt of Letter of Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfilment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. In addition, the department may debar the bidder from participating in future bids for at least 12 months (one Years) as per Guidelines of Banning of Business and delisted from the empanelment from one year .

27. Bid Validity:

The validity period of the tenders shall be **120(One Hundred Twenty)** days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.28 (Modification and Withdrawal of Bid) of NIT.

28. Modification and Withdrawal of Bid:

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish. Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

- a.** If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for 1 (one) year from participating in tenders in CIL/Subsidiary. The Price-bid of remaining bidders will be opened and the tender process shall go on.
- b.** If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for minimum 1 (one) year from participating in tenders in CIL/Subsidiary. The Price-

bid of all eligible bidders including this bidder will be opened and action will follow as under:

- i. If the bidder withdrawing his bid is other than successful bidder, the tender process shall go on.
- ii. If the bidder withdrawing his bid is successful, then re-tender will be done.

Note:

- i). In case of clause (a) & (b) above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (When TAA is CMD then with the approval of concerned Director and in case the TAA is above CMD (i.e., FDs/Empowered Committee/Board) then with the approval of CMD. In case TAA is below CMD, then approval of respective TAA is required), stating that the EMD of bidder is forfeited, and this bidder is debarred for 2 (two) year (in case of clause-a) OR minimum 1 (one) year (in case of clause-b) from participating in tenders in CIL/Subsidiary. This letter will be circulated to all Areas of the Subsidiary and the updated list will be maintained by all Tender Inviting Authority/Evaluators.
- ii). Penal action against clause (a) & (b) above will be enforced from the date of issue of such order. The standard operating procedure to handle withdrawal of bid after end date of submission shall be as Clause no 14 of Chapter I.

29. Standard Operating Procedure for Withdrawal of Bid:

I. The Mode of withdrawal: -

A. Online Withdrawal of Bids:

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from department side.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage. Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

B. Offline Withdrawal of Bids:

- a. A partner of bidder (in case of partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b. Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

II. Acceptance of withdrawal by Tender Committee:

- A. Every case of withdrawal under Clause I-(A) (b) and Clause I-(B) shall be put up to Tender/evaluation Committee for deliberation and further course of action.

B. The Tender Committee shall apply its due diligence to decide:

- a. Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose a letter is to be sent by registered post/speed post to the bidder on the address as given by him in the enrollment page of e-Procurement portal, allowing 10 days' time to confirm the withdrawal. If the bidder does not confirm the withdrawal within the stipulated period then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Partnership firm) has been submitted by any other partner then also the confirmation has to be sought from the bidder and if bidder wants to deny the withdrawal/disassociation from the partnership firm then the bidder shall be required to furnish a legally acceptable document signed by all the partners of the firm to substantiate his claim.
- b. Whether the withdrawal is due to the reason other than to support any mala fide intention of any participating bidder such as participating or supporting a cartel formation etc.
- c. If the mala fide intentions in the withdrawal are apprehended then the tender should be cancelled apart from other penal action as per e-Procurement Manual for works and services of CIL and other guidelines/manuals of CIL.
- d. If no mala fide intentions in the withdrawal are apprehended then the penal action in line with the prescriptions of the e-Procurement Manual for works and services of CIL will be applicable.
- e. The Tender Committee may also obtain the opinion of legal department in order to ascertain the legal course of action in case of Clause II-(B)(b) and II-(B)(c) above.

30. Postponement of scheduled date(s):

The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

31. Public Enterprises preference:

The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

32. Contract Agreement Document(s):

This Tender Notice shall be deemed to be part of the Contract Agreement. The "General Terms & Conditions", Additional Terms & Conditions, Special Terms & Conditions (if any), Technical Specifications, drawings (if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement as per clause 2 of General Terms and Conditions.

33. Sub-letting of Work:

No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work.

Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

34. Prohibition of Child Labour engagement:

The contractor/contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant Act and Rules amended from time to time by the Govt. of India.

35. Implementation of CMPF/EPF:

The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him as detailed in the tender document.

36. Splitting up of the work:

The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderer(s) or accept the tender in part and not in its entirety.

37. LEGAL JURISDICTION

Matter relating to any dispute or difference arising out of this bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of local court only where the subject work is to be executed.

38. Settlement of Disputes:

Matters relating to any dispute or difference arising out of this tender and subsequent contract Awarded based on this tender, shall be dealt as per Clause No. 16- title-'Settlement of Disputes' of the 'General Terms and Conditions' of 'Conditions of Contract' of the tender document.

39. Restrictions on Procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries:

The guidelines as per order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, GoI as amended from time to time shall be applicable.

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain context) means any person or firm or company, including any member of a Joint venture (that is an association of several persons or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency, branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of order F.No. 6/18/2019-PPD dated 23.07.2020 means :-
 - a. An entity incorporated, established or registered in such a country; **or**
 - b. A subsidiary of an entity incorporated, established or registered in such a country; **or**

- c. An entity substantially controlled through entities incorporated, established or registered in such a country; **or**
- d. An entity whose beneficial owner is situated in such a country; **or**
- e. An Indian (or other) agent of such an entity; **or**
- f. A natural person who is a citizen of such a country; **or**
- g. A joint venture where any member of the joint venture falls under any of the above.

IV. "The beneficial owner" for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of, or entitlement to more than Twenty Five Percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

Note:

1. (a) The intending bidders must submit "Certificate" as per the format given at **Annexure-XVI** in compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 and as amended from time to time of Ministry of Finance, Gol.

AND

(b) Valid registration from competent authority (if applicable). Registration should be valid at the time of submission of bid and at the time of acceptance of bids.

2. Guidelines issued by GoI regarding registration with Competent Authority and regarding exclusion from restriction may please be referred.

40. Integrity Pact : Not applicable

Tender Inviting Authority

SECTION –B
INSTRUCTION BIDDERS

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER

1.1 The CMPDIL (A subsidiary of Coal India Limited) (referred to as Employer in these documents) invites bids for the works as mentioned in the Bid Notice. The Bidders should submit Bids for all the works mentioned in the Notice.

1.2 The successful Bidder will be expected to complete the Work(s) by the Intended Completion period specified in the Bid document/Notice.

2. ELIGIBLE BIDDERS

2.1 The Invitation for Bid is limited to all Bidders empanelled in Group-I , Group-II & Group-III.

2.2 Joint Venture shall not be allowed to participate in the tender.

2.3 The bidders shall have Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root certificate of CCA.

2.4 The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of Notice Inviting Tender (NIT) and Instructions to Bidders (ITB), including General and Additional Terms & Conditions, technical specifications, other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.

2.5 The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

2.6 No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in part work/piece rated work.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

3. QUALIFICATION OF THE BIDDER

3.1 In the event that pre-qualification of potential bidders has been undertaken, only bids from empanelled/pre-qualified bidders will be considered for award of contract.

3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfil the eligibility / qualifying criteria as detailed at Cl. No.8, 9 & 14 of e-Tender Notice. Such details shall be submitted as deliberated at e-Tender Notice.

3.3 If the bidder is subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.

INSTRUCTIONS TO BIDDERS

3.4 Even though the bidders meet the above eligibility/qualifying criteria, they are subject to be disqualified if they have:

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

Notes:

The documents to be furnished by the bidder to prove that he is satisfying the qualification criteria laid down should all be in the bidder's name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a holding company relies on credential of its wholly owned subsidiary.

4. COST OF BIDDING

4.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

5. CONTENT OF BIDDING DOCUMENTS

5.1 The set of bidding documents comprises the documents (all or as available/applicable) listed in below:

- i) e-Tender Notice.
- ii) Instructions to Bidders.
- iii) Conditions of Contract including General Terms & Conditions of contract, Additional Terms & Conditions, Special Terms & Conditions.
- iv) Terms of Reference (TOR) or Scope of Work
- v) Specifications
- vi) Safety Code
- vii) e-tender user portal agreement,
- viii) Integrity Pact (If applicable).
- ix) Guidelines for Banning of Business.
- x) Annexures
- xi) Any other document if required.

6. CLARIFICATION OF BIDDING DOCUMENTS

6.1 A prospective bidder requiring any interpretation or clarification of bidding document may seek clarification online or during pre-bid meeting (if any). The clarifications may be asked from the next day of e-Publication of NIT. The last date for seeking clarification will be as specified online. The department will clarify as far as possible only relevant queries. The clarifications given by department will be visible to all the bidders intending to participate in bid.

7. AMENDMENT OF BIDDING DOCUMENTS (APPLICABLE FOR SPECIALISED WORK)

7.1 Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.

7.2 Any addendum thus issued shall be a part of the bidding document and shall be displayed in the website. The bidder shall upload the same during bid submission.

7.3 To give prospective Bidders reasonable time in which to take an addendum into account

INSTRUCTIONS TO BIDDERS

in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 11.2 below.

7.4 Bidders are requested to look into website for any addendum as specified in the NIT.

8. LANGUAGE OF BID

8.1 All documents relating to the Bid shall be in the English language.

9. BID PRICES

9.1. The bidder shall closely study specification in detail and scope of work which govern the rates for which he is quoting. The Bidders shall offer for the whole Works as described in Sub-Clause 1.1, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

9.2. The price bid containing the bill of quantity will be excel format and will be downloaded by the bidder and he will quote the rates for all items/heads/sub-heads on this excel file as detailed at clause No.9(d) of e-Tender Notice.

9.3. All duties, taxes (excluding Goods and Services Tax and GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States), whether local, municipal, provincial or central pertaining to the contract payable by the bidder/Contractor under the Contract (during the entire period of contract), or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. **Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.**

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned

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authorities in terms with GST provisions.

Input tax credit is to be availed by CIL/Subsidiary as per rule.

If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest and penalty, if any.

The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

Note: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

9.4. The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

Note : If required, Any mandatory fees required for obtaining certificate from the statutory body like Plan sanction fees,/ registration of Green certification etc. shall be paid separately by the clients on submission of requisite demand notes, Bills etc from the concern statutory/Government bodies.

10. BID SECURITY/EARNEST MONEY DEPOSIT :

10.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-tender Notice and in the form as deliberated at Clause 3 of e-tender Notice.

10.2. Any Bid not accompanied by an acceptable Bid Security/EMD shall be summarily rejected by the employer as non-responsive.

The bid security/EMD, of successful bidder may be retained and adjusted with performance security/security deposit, at bidder's option.

10.3 The Bid Security/Earnest Money may be forfeited:

(a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity/extended validity with mutual consent;

OR

(b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
(i) sign the Agreement; **OR** (ii) Furnish the required Performance Security/ Security Deposit.

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EMD will be forfeited.

Additionally, the company shall ban such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ including delisted from CMPDI empanelment for a period of minimum 12 months (one year) from the date of issue of such letter.

In case of Partnership firm, the banning shall also be applicable to all individual partners of Partnership firm.

10.4 The Bid Security/ EMD deposited with the Employer will not carry any interest

11. DEADLINE FOR SUBMISSION OF BIDS

11.1. Bids shall be submitted online on the web site <https://coalindiatenders.nic.in> within the date and time specified in the e-Tender Notice.

11.2. The employer may extend the deadline for submission of bids in accordance with provisions of e-Tender Notice/ITB, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

12. SIGNING AND SUBMISSION OF BID

12.1 The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the bid.

12.2 Submission of bid shall be as detailed at Clause No.9 of e-Tender Notice.

13. Tender Status:

It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. This will be specifically mentioned in the NIT. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

14. EVALUATION AND COMPARISON OF BIDS.

14.1 Evaluation and comparison of Bids will be done by System online. This online evaluation will be validated by CIL/ Subsidiary at each stage as deliberated in e-Tender Notice. The bidder shall also comply with system requirement as deliberated in e-Tender Notice. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Service tax (GST), GST Compensation Cess etc. as applicable. Successful bid will be decided based on Cost to the Company on lowest offered quoted rate.

14.2 Deleted

15.Deleted

16. AWARD CRITERIA

16.1 Subject to Clause No.17, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder has been

INSTRUCTIONS TO BIDDERS

determined to be

a) Eligible in accordance with the provisions of Clause 2; and

b) Qualified in accordance with the provisions of Clause 3.

17. EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS

17.1 Notwithstanding Clause No.16, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

18. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

18.1 The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

The offline communication of LOA shall not be mandatory.

18.2 The notification of award (LOA/Work Order) will constitute the formation of the Contract.

The works should be completed as per period specified in the NIT from the Date of Commencement as defined in Clause 6.0 of General Terms and Condition.

18.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 30 (thirty) days following the notification of award along with the letter of Acceptance and/or Work Order issued by department.

In case of failure to enter in to agreement within specified period or extended period on the written request of the bidder, if any, the department will take action as prescribed in Guidelines for Banning of Business along with forfeiture of Earnest Money. The bidder will also be banning from participating in re-tender.

No payment for the work shall be made before execution of this agreement.

18.4 In the bidding process, the cause of rejection of Bid of any bidder should be intimated to non-qualified bidder after the award of the work to the successful one and the Security/ Earnest Money shall be refunded to unsuccessful bidders as per provision of e-Tender Notice.

18.5 The Consultants/contractor shall enter into and execute contract agreement in the prescribed form on non-judicial stamp paper in accordance with the relevant law of the State/Union of India. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For additional copy, cost to be charged. All additional copies should be certified by the Engineer-in-Charge. The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorized by the company for the purpose. The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall

INSTRUCTIONS TO BIDDERS

ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents. Until the formal agreement is signed between the Owner and Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.

19. PERFORMANCE SECURITY/SECURITY DEPOSIT

19.1 Security Deposit shall consist of two parts:

- a. Performance Security to be submitted at award of work and
- b. Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

For details refer Clause No.4 of Conditions of Contract (General Terms and Conditions)

20. EMPLOYMENT OF LABOUR, IF APPLICABLE

20.1 Consultants/Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force or minimum wages recommended by High Power Committee of CIL (for labours engaged in mining activities), as applicable and mentioned in e-Tender notice.

Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the contractor.

The Consultants/Contractors needs to ensure that the employee has become a member of any of the provident fund as the case may be and the unique membership number of the CMPF/EPF or Allied Scheme needs to be submitted to Employer.

In addition to the above, the Consultants/Contractors shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident fund as the case may be by the competent authority annually /as and when asked. Bidder shall also submit copies of statutory returns.

20.2 The bidder shall also comply with statutory requirements of various acts including CL(R&A) Act.

20.3 The contractor's workmen shall be paid through Bank.

20.4 The contractors shall register themselves on the Contract Labour Payment Management Portal (CLPMP) of CIL within 30 days of issue of work order and will have to enter and update periodically the following details in the portal:

- a. Work Order details
- b. Details of Contractor workers and payment of wages in respect of each Work Order each month.

20.5 All the contract workers shall be covered with the Bio-metric attendance system for payment of wages.

20.6 The bidder shall comply with statutory requirements of various acts including Child Labour (Prohibition & Regulation) Act, 1986 as amended from time to time and all rules, regulations and schemes framed thereunder from time to time in addition to other applicable labour laws.

20.7 The bidder shall also follow other guidelines as incorporated at Clause 13 of GTC

INSTRUCTIONS TO BIDDERS

covered under additional responsibilities of the contractor.

NOTE: In case company decides/ circulates separate wages for underground works / for works within mine premises, the same may be allowed based on appropriate circular. Clause 13(xiv) of GTC shall stand amended to this extent before notification of bid.

21. LEGAL JURISDICTION

Matter relating to any dispute or difference arising out of this bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of local court only where the subject work is to be executed. Jurisdiction for writ petition shall be in accordance to location of CMPDI HQ i.e. Ranchi High Court (name of High Court needs to be specified in NIT).

22. e-PAYMENT

22.1 Successful bidder will be required to submit a Mandate Form duly signed by bidder and the Bank Officials for e-Payment.

23 MISCELLANEOUS

23.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.

23.2 Throughout the bidding documents, the terms 'bid' and 'tender' and their derivatives are synonymous.

SECTION - C
GENERAL TERMS AND CONDITION

CONDITIONS OF CONTRACT

GENERAL TERMS AND CONDITIONS

1. Definitions

- i) The word "**Employer**" or "**Company**" or "**Owner**" or "**Client**" wherever occurs in the conditions, means the Central Planning & Design Institute Limited (**CMPDIL**), represented at Head Quarters of the Company by the General Manager (Civil) or his authorized representatives or any other officer specially deputed for the purpose who will employ the contractor.
- ii) The word "**Principal Employer**" wherever occurs, means the officer nominated by the Company to function on its behalf.
- iii) The word "**CONSULTANTS/ CONSULTANCY FIRMS**" wherever occurs means the successful bidder /bidders who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer
- iv) "**Site**" means the land and places including any building and erection thereon, over, under, in or through which the Permanent works or Temporary works designed by the Engineer-in-Charge are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.
- v) The term "**Sub-Contractor/consultants**" as employed herein, includes those having a direct contract with **consultants/consultancy firm** either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.
- vi) "**Accepting Authority**" shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered on its behalf by the company.
- vii) "**Engineer-in-charge/ coordinator**" shall mean the officer nominated by the company in the Civil Engineering cadre/ discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer-in-Charge/Designated Officer in Charge or coordinator, who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the consultants/consultancy firm, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer-in-Charge/Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the consultants/consultancy firm who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer-in-Charge/Designated Officer in Charge. **"Note: EIC mentioned anywhere else shall be read as Project Coordinator in this contract"**
- viii) The "**Contract**" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the consultants/consultancy firm, and the formal contract

CONDITIONS OF CONTRACT

agreement executed between the company and the consultants/consultancy firm together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts. Until the formal agreement is signed between the Owner and consultants/consultancy firm, LOA/Work Order together with Contract Document, shall constitute the Contract.

ix) A **"Day"** shall mean a day of 24 hours from midnight to midnight.

x) The **"Work/Project"** shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

xi) **"Schedule of Rates"** referred to in this conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.

xii) **"Contract amount"** shall mean:

a) In the case of turnkey / lump sum contracts the total sum for which tender is accepted by the company.

b) In the case of other types of contracts the total sum arrived at based on the individual rate(s)/percentage rate(s) quoted by the tenderer for the various items shown in the Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.

xiii) **"Written notice"** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the consultants/consultancy firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail/e-mail to the last business address known to him who gives the notice.

xiv) **"The constructional plant/ instruments/devices/software"** means all appliances, tools, plants or machinery, instruments, devices, software's of whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.

xv) **"Letter of Acceptance of Tender"** means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.

xvi) **"Department"** means the Civil Engineering Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.

xvii) **"Act of insolvency"** means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.

xviii) The words indicating the singular only also include the plural and vice-versa where the context so requires.

xix) **"Drawings"/"Plans"** shall mean all:

- a) drawings to be furnished to the owner, if any, as a basis for proposals,
- b) working drawings to be furnished to the Owner after issue of letter of acceptance of the tender to start the work,
- c) subsequent working drawings to be furnished to the owner in phases during progress

CONDITIONS OF CONTRACT

of the work, and

- d) Drawings, if any, submitted by the contractor as per provision of the contract and duly approved by the owner.

xx) **"Codes"** shall mean the following, including the latest amendments, and/or replacements, if any:

- a) Bureau of Indian Standards relevant to the works under the contract and their specifications.
- b) National Building Codes, Municipal laws and regulations applicable to State and Central Government. Etc.
- b) Indian Electricity Act and Rules and Regulations made there under.
- c) Indian Mines Act and Rules and Regulations made there under.
- d) Any other Act, rule and regulations applicable for employment of labour, safety provisions, payment of provident fund and compensation, insurance etc.

xxi) "Client" means CIL/Subsidiary

xxii) "Consultant/consultancy Firms" means Architectural, Engineering, Supervision and Quality Control Consultant and includes sub-consultant and their Personnel engaged for carrying out of services under this agreement;

xxiii) "Personnel" means persons hired by the Consultants or by any sub-consultant as employees and assigned to the performance of the Services or any part thereof;

xxiv) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

xxv) "Project" means 'Architectural & Engineering' and/or Supervision & Quality control work described in tender document.

xxvi) "Sub-Consultant" means any entity to which the consultant sub-contracts any part of the services in accordance with the provisions of tender document and;

xxvii) "Third Party" means any person or entity other than the Government, the Client, or the Consultants;

xxviii) "Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal or suitably substituted under the provisions of the contract.

xxix) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract such as field engineer.

2. Contract Documents and Miscellaneous Provisions:

The following documents shall constitute the contract documents:

- i) Articles of Agreement.
- ii) Letter of Acceptance of Bid/ Work Order indicating deviation, if any, from the conditions of contract incorporated in the tender document issued to the bidder.
- iii) Notice Inviting Tender and Instructions to Bidders.
- iv) Conditions of Contract including General Terms & Conditions of contract, Additional

CONDITIONS OF CONTRACT

Terms & Conditions, Special Terms & Conditions, and Commercial Terms & Conditions etc.- as applicable.

- v) Frozen terms & conditions / technical parameters and revised offer, if any.
- vi) Terms of Reference or / & scope of work
- vii) Specifications, if any.
- viii) Schedule of quantities (or Bill of Quantities) along with accepted rate.
- ix) Preliminary Contract sketches/ drawings and work programme.
- x) Safety Code etc. forming part of the tender,
- xi) Integrity Pact (If applicable).
- xii) Guidelines for Banning of Business.
- xiii) Annexures
- xiv) Description of methodology and work plan for performance of assignment.
- xv) Proposed work programme for the execution of the services/activity schedule, illustrated with bar charts of the activities, Critical Path Method (CPM) or Program Evaluation Review Technique (PERT) type graphics.
- xvi) Any other document if required.

2.1 The consultants/consultancy firm shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the consultants/consultancy firm. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the consultants/consultancy firm free of cost and the original is to be retained by the company. For additional copy, cost to be charged.

All additional copies should be certified by the Engineer-in-Charge.

The consultants/consultancy firm shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorized by the company for the purpose.

2.2 The contract document shall not be used by the consultants/consultancy firm for any purpose other than this contract and the consultants/consultancy firm shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

2.3 The local Court, where the subject work is to be executed shall have exclusive jurisdiction in all matter arising under this contract.

2.4 The Contract Agreement will specify major items of services or supply for which the consultants/consultancy firm proposes to engage sub-contractor/sub-consultants/sub-vendor. The consultants/consultancy firm may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge / Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the consultants/consultancy firm from any of his obligations, duties and responsibilities under the contract.

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2.5 Acceptance of Offer:

“Letter of Acceptance”- is an acceptance of offer by the company. It shall be communicated electronically through e-procurement portal of CIL to the successful bidder and shall make the binding Contract with the Company.

3. Discrepancies in contract documents & Adjustments thereof

In the event of any ambiguity, discrepancy or conflict in any document or documents forming part of the Contract, the decision/clarification of the Owner shall be final and binding with regard to the intention of the document or Contract, as the case may be.

3.2 Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the consultants/consultancy firm from discharging his obligations under the contract including submission of drawings, estimates, preparation of tender documents towards execution of work by the clients according to the Drawings and Specifications forming part of the particular contract document.

4.00 Security Deposit:

4.1 Security Deposit shall consist of two parts;

- a) Performance Security to be submitted at award of work and
- b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

4.2 Performance Security should be Three per cent (3 %) of contract amount and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:

- a Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at Ranchi.
Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.00 lakhs.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
- Demand Draft drawn in favour of **Central Mine Planning and Design Institute Limited** on any Scheduled Bank payable at its Branch at Ranchi.

The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1st part of security deposit.

The bid security deposited may be adjusted against the Performance security (1st part of security deposit) at bidder's option.

If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –

- (a) at Bidder's option by a Scheduled Bank, or
- (b) by a foreign bank located in India and acceptable to the employer.

The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.

- A Bank Guarantee in the form given in the bid document :- The BG shall be issued by a Scheduled Bank on SFMS platform and shall be irrevocable and unconditional. CMPDI shall have the powers to invoke it notwithstanding any dispute or difference

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between contractors and CMPDI pending before the court, tribunal, arbitrator or any other authority. The Issuing Bank have to send the BG details through SFMS platform to our bank the details of which are as below :

Name of Bank: State Bank Of India

Branch: CMPDI Branch,

IFSC:SBIN0005598

A/C No.: 10106155087

Address: Gondwana Place, Kanke Road, CMPDIL Campus, Ranchi-834008

Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs 5.00 lakhs.

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to Civil Engineering Division of CMPDI.

In case the successful bidder fails to submit the Performance Security and Additional Performance Security, if any, within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/earnest money.

Additionally, the company shall ban such defaulting consultants/consultancy firm from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 12 months (One Year) from the date of issue of such letter and subsequently removed from the empanelment List of CMPDI for the remaining valid years.

In case of Partnership firm, the banning shall also be applicable to all individual partners of Partnership firm.

4.3 Three percent (3%) Performance Security should be refunded along with release of performance security of the construction work (i.e. within 14 days of the issue of defect liability certificate of construction work).

4.4 All running on account bills shall be paid at 95% (ninety-five percent) of work value. The balance 5% shall be treated as retention money and will be second part of security deposit.

Retention Money may be refunded against equivalent Bank Guarantee, on written request of the consultants/consultancy firm, on its accumulation to a minimum amount of Rs. 5 lakhs subject to the condition that amount of any Bank Guarantee except last one, shall not be less Rs. 5 lakhs.

However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the defect liability period, but in no case less than the period of one year.

Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from Scheduled Banks as elaborated at Clause 4.2.

4.5 Deleted

4.6 The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the consultants/consultancy firm to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the consultants/consultancy firm's subsequent on account running bills, if any.

4.7 REFUND OF SECURITY DEPOSIT:

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The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the consultants/consultancy firm under this contract or under any other contract.

The amount of the Performance Security Deposit will be released along the final bill and Retention Money will be released after the completion of the project in all respect, handed over the site to the clients, approval of plans, submission of certificate from statutory bodies like Plan sanction, green certificate etc. & to the satisfaction of Engineer in charge.

4.8 Deleted

4.9 Deleted

4.10 Deleted

5. The time of completion of the originally contracted consultancy work shall be extended/reduced by the company in the event of any deviation resulting in additional/reduced construction work awarded to other vendor. The times period of consultancy contract will proportionately extended/reduced based on the extended/reduced period of construction/completion of the project/ work.

6. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the consultants/consultancy firm.

Immediately after the contract is concluded i.e. LOA/Work Order is issued, the Engineer-in-Charge and the consultants/consultancy firm shall agree upon a detailed time and progress chart prepared based on BAR CHART/ PERT CPM techniques on the basis of a activity schedule submitted by the consultants/consultancy firm at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the LOA /work order.

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10* (ten) days from the issue of Letter of Acceptance of Tender. or 7(seven) days after handing over the site of work to the consultants/consultancy firm for investigation, survey etc.or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later. However, the Date of Commencement may be decided with mutual consent with the consultants/consultancy firm prior to the date as prescribed above.

6.1 If the consultants/consultancy firm, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 day's notice in writing to the consultants/consultancy firm to commence the work, failing which to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order and also to debar the contractor to take part in the future re-tender. and subsequently removed from the empanelment List of CMPDI for remaining Valid periods.

The Company may debar such defaulting consultants/consultancy firm from participating in future Tenders for a minimum period of 12(twelve) months.

6.2 Deleted.

6.2.1 The company, if not satisfied that the works /project can be completed by the consultant/consultancy Firm, and in the event of failure on the part of the consultant/consultancy Firm to complete work within further extension of time allowed as

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aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

6.2.2 Deleted

6.2.3 The company, if not satisfied with the progress of the contract and in the event of failure of the consultant/consultancy Firm to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

6.2.4 In the event of such termination of the contract as described in clauses 6.2.3, the company, shall be entitled to impose penalty/LD as deliberated elsewhere. Additionally, the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months (one Year) and delisted from the empanelment of CMPDI

In the event of recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.

Further Earnest Money/Performance Security forfeited will be inclusive of GST.

6.3 The company may at its sole discretion, waive the payment of compensation on request received from the consultant/consultancy Firm indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay.

6.4 Extension of date of completion: On occurrences of any events causing delay as stated here-under, the consultant/consultancy Firm shall intimate immediately in writing to the Engineer-in-Charge.

a) Force Majeure:

- i) Natural phenomena like unprecedented flood and draught, earthquakes & epidemics.
- ii) Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprieties, and quarantine embargoes.
- iii) Any delay due to the construction activity of the client's contractor (i.e. work executing contractor) (beyond the control of consultant/consultancy Firm) and delay on part of receipt of certificate from statutory bodies.

The successful bidder/ consultant/consultancy Firm will advise in the event of his having to resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

In the event of delay due to Force Majeure for more than one month the contract may be terminated at the discretion of the company. Termination under such circumstances will be without any liability on either side.

For delays arising out of Force Majeure, the bidder / consultant/consultancy Firm will not claim extension in completion date for a period exceeding the period of delay attributable to the clauses of Force Majeure and neither company nor bidder / consultant/consultancy Firm shall be liable to pay extra cost (like increase in rates, remobilization advance, idle charges for labour and materials etc.) provided it is mutually established that Force majeure conditions did actually exists.

b) Serious loss or damage by fire and abnormally bad weather.

c) Non-availability of stores, non-completion of construction work which are the responsibility

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of the company to supply/execute by the clients as per contract.

- d) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work.
- e) Non-availability or breakdown of tools and plant to be made available or made available by the company.
- f) The execution of any modified or additional items of work or excess quantity of work.
- g) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor.

However, the delays on the part of Third Party Contractor for execution of Construction work, shall not affect the liability of Consultancy Firm for the SQC part of the Contract and its completion in totality of the Contract and no payment will be made extra due to the delays on this ground.

7. Material Supply & other facilities:

The **consultant/consultancy Firm** shall at his own expense, provide all materials/instruments/machineries etc. required for the work, unless otherwise specified, and the rates quoted by the **consultant/consultancy Firm** shall be for finished work/project inclusive of all materials/instruments/machineries etc required for completion of the work as specified in the contract.

* The company may, of its own or at the request of the consultant/consultancy Firm, supply such materials as may be specified, if available, at rate/rates to be fixed by the Engineer-in-charge.

7.1 For the materials which the company has agreed to supply for the contract, the **consultant/consultancy Firm** shall give in writing of his requirements in accordance with the agreed phased programme to the Engineer-in-charge sufficiently in advance. The value of materials so supplied shall be set off or deducted from the payment to be made for the items of work in which such materials have been consumed, or from any sum then due or to become due to the contractor thereafter.

7.2 Deleted

7.3 Deleted

7.4 Deleted

7.5 Deleted

7.6 Recovery of cost of materials issued on sale A/c will be made as per actual consumption basis but the Engineer-in-Charge will have the discretion for making full recovery while processing a particular bill or asking for the return of the balance materials if the work is not progressing satisfactorily.

The consultant/consultancy Firm shall keep accurate record of materials issued by the company, maintain proper account for the materials received and consumed in the work and shall be open to check by the Engineer-in-Charge or his authorized representative. The consultant/consultancy Firm shall ensure that such materials are consumed for the contract works only and the Register for the aforesaid account shall be signed both by the representatives of Engineer In Charge and the consultant/consultancy Firm.

7.7 All materials, instruments, devices, tools and plants brought to site by the consultant/consultancy Firm including the materials supplied by the company shall be

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deemed to be held in lien by the company and the consultant/consultancy Firm shall not have the right to remove the same from the site, without the written permission of the Engineer-in-Charge. The company shall not however be liable for any loss, theft or damage due to fire or other cause during this period of lien, the responsibility for which shall lie entirely on the consultant/consultancy Firm.

7.8 The consultant/consultancy Firm shall bear the cost of loading, transportation to site, unloading, storing under cover as required etc. as may be necessary for the use and keeping the materials in good condition.

7.9 Any surplus materials issued by the company, remaining after completion or termination of the contract, shall be returned by the consultant/consultancy Firm at his cost to the place of issue and the Engineer-in-Charge shall accept the same at the rate not exceeding the rate at which these were originally issued taking into consideration the deterioration or damage, if any, that may have been caused during the custody of the consultant/consultancy Firm. In the event, the consultant/consultancy Firm fails to return the surplus materials out of those supplied by the company, the Engineer-in-Charge may, in addition to any other liability which the consultant/consultancy Firm would incur in this regard, by giving notice in writing require the consultant/consultancy Firm to pay the amount at double the issue rate for such unreturned surplus materials or 115% of the prevailing market rate along with GST and any other tax applicable during the period of work, whichever is more.

7.10 Deleted

7.11 All charges on account of GST or any other applicable taxes, duties or levies on materials obtained for the works from any source (excluding materials supplied by the company) shall be borne by the consultant/consultancy Firm. This clause may be read in conjunction with 13(ix) of condition of contract.

7.12 The consultant/consultancy Firm shall arrange necessary electricity at his own cost for the work/project and his own establishment. However, if available and feasible the company may arrange electricity at one point near the work site and necessary recovery of cost of energy consumed will be made at rates prescribed by the company from time to time. Energy meter for this purpose shall be provided by the consultant/consultancy Firm.

7.13 Deleted

7.14 Deleted

8. Deleted

9. Measurement and Payments

Except where any general or detailed description of the work in the Bill of Quantities or specifications of the contract/ work order provides otherwise, measurement of work done shall be taken in accordance with the relevant standard method of measurement published by the Bureau of Indian Standards (BIS) and if not covered by the above, other relevant Standards/practices shall be followed as per instructions of the Engineer-in-Charge.

9.1 All items of work carried out by the consultant/consultancy Firm in accordance with the provision of the contract having a financial value shall be submitted to the Engineer in charge & necessary entry in the electronic Measurement Book as prescribed of the company by the consultant/consultancy Firm representative shall be done so that a complete record of the measurements is available for all the works/services executed under the contract and the value of the work executed can be ascertained and determined there from. Measurements of completed work / portion of completed work shall be recorded only in the Measurement Books.

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The consultant shall claim their running account/Final bill in invoice in triplicate copy to the Engineer-In-Charge and assist to make the bill electronic modes/e- measurement books.

9.2 if required, Measurement shall be taken/recorded jointly by the Engineer-in-Charge or his authorized representative and by the consultant/consultancy Firm or his authorized representative.

9.3 Before taking/recording measurements of any work, the Engineer-in-Charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any measurements, a note to that effect shall be made in the Measurement Book / Log Book and signed and dated by both the parties.

9.4 The measurement of the portion of work/items of work objected to, shall be re-measured by the Engineer-in-Charge himself or the authority nominated by the company for the purpose in the presence of the contractor or his authorized representative and recorded in the M.B. which shall be signed and dated by both the parties. Measurements so recorded shall be final and binding upon the contractor and no claim whatsoever shall thereafter be entertained.

In case the contractor or his authorized representative does not attend to the joint measurements at the prefixed date and time after due notice, the measurements taken by the Engineer-in-Charge or his representative shall be final and binding on the contractor.

Measurement of the extra items of work or excess quantities of work duly authorized in writing by the Engineer-in-Charge shall also be taken and recorded in the M.B. based on the existing items in the SOR of the company and if such items do not exist in the company's SOR, the description of the work shall be as per actual execution. Payment for such extra items will be based on the rates to be derived as described in the relevant clauses of the contract/ work-order.

9.5 No work shall be covered up or put out of view without the approval by the Engineer-in-Charge and recording of measurements and check measurement thereof duly accepted by the contractor. The contractor shall provide full opportunity to the Engineer-in-Charge or his representative to examine and measure all works to be covered up and to examine the foundations before covering up.

The contractor shall also give notice to Engineer-in-Charge whenever such works or foundations are ready for examination and the Engineer-in-Charge shall without unreasonable delay arrange to inspect and to record the measurements, if the work is acceptable and advise the contractor regarding covering of such works or foundations.

9.6 In case of items which are claimed by the contractor but are not admissible according to the department, measurements of such items, will be taken for record purposes only and without prejudice so that in case it is subsequently decided by the department to admit the contractor's claims, there should be no difficulty in determining the quantities of such work. A suitable remark should, however, be made against such measurements to guard against payment in the ordinary way.

9.7 Payments: Payment shall be made as per the Payment schedule given in Special Terms and Conditions.

9.7.01 Running on account bill/bills for the item of work executed/ materials supplied in accordance with the work order/ BOQ/ Payment schedule of the contract shall be prepared & submitted to the Engineer in charge and will be processed for payments.

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9.7.02 Payment of on account bill shall be made on the Engineer-in-Charge's certifying the sum to which the consultant/consultancy Firm is considered entitled by way of interim payment for the following:

- a) The item of work/activities executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the work order/ contract.
- b) (i) Payment for excess quantity of work done/additional item of work/services / additional activity with the written instructions of the Engineer-in-Charge for items already appearing in the bill of quantities of work with approved rates, will be made along with the on account bills only up to 40% of the quantity provided in the agreement subject to overall value of work not exceeding the agreement value.

 (ii) The GM(Civil) of the company and / or the Staff Officer(C) of the Area may authorize interim payment for excess work done/ additional item of work/ additional activity up to 60 % of the quantity of work provided in the Bill of Quantity of the work awarded from Company level and Area level respectively subject to overall value of work done does not exceed the contract value. This however, shall not be applicable for High Value Items.
- c) Extra items of work/ additional item of work/ additional activity executed will be paid on specific written authorization of GM(C) of the company ~~or Staff Officer (Civil) of the Area~~ provided that the value of such extra items of work when added together is not more than 10% of the total contract value and the total gross payment including excess quantity does not exceed the contract value.

 Balance amount on account of excess quantity and extra items of work/ additional item of work/ additional activity executed shall be paid after the deviation estimate / revised estimate regularizing the extra items and excess quantities of work is sanctioned by the competent authority of the company with the concurrence of the Finance Department of the company.
- d) On the Engineer-in-Charge's certificate of completion in respect of the work covered by the contract/final measurements of the work certified by the Engineer In Charge or his representative.

9.7.03 The measurements shall be entered in the M.B for the work done up to the date of completion and evaluated based on the approved rates for the items in the contract agreement/sanctioned revised estimate. In case of extra items of work, the rates shall be derived as stated in the relevant clause of the contract.

The payments shall be released against the final bill subject to all deductions which may be made on account of materials supplied, supply of electricity and any other dues payable by the contractor to the company, and further subject to the contractor having given to the Engineer-in-Charge a no claim certificate.

The consultants/consultancy firms shall indemnify the company against proof of depositing royalty on account of minor minerals, in case, used in the work/project before the final bill is processed for payments. Otherwise this clause is not applicable. The final payment to be made will also be subject to Clause-4.6 & 4.7 of the General Terms & Conditions of the contract.

9.7.04 Any certificate given by the Engineer-in-Charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relates is/are in accordance with the contract and may be modified or corrected by the Engineer-in-Charge by any subsequent certificate or by the final certificate.

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9.7.05 The company reserve the right to recover/enforce recovery of any overpayments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the consultants/consultancy firms exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the consultants/consultancy firms are the subject matter of arbitration or not.

The amount of such overpayments shall be recovered from subsequent bills under the contract, failing that from consultants/consultancy firms claim under any other contract with the company or from the consultants/consultancy firm's security deposit or the consultants/consultancy firms shall pay the amount of over payment on demand. In case of consultants/consultancy firm's non-payment on such demand, the same should be realised from the consultants/consultancy firm's dues, if any, with Coal India Limited or any of its subsidiaries.

9.7.06 The consultants/consultancy firms are required to execute all items of works/activities for the project satisfactorily and according to the specifications laid down in the contract/work order. If certain items of work, executed by the consultants/consultancy firms, are below specifications, the consultants/consultancy firms should re-do them according to the specifications and instructions of EIC and if the consultants/consultancy firms fails to rectify the defect within the time and in the manner specified by the EIC, the work shall be got re-done or rectified by the department at the risk and cost of the consultants/consultancy firms. Engineer-in-Charge may accept such work of below specifications provided the department is satisfied with the quality of such item of works and the permitted/strength/ structural safety of such works. In that case Engineer-in-Charge shall make such deductions for the difference in value, as in his opinion is reasonable and is approved by the accepting authority of the company i.e. GM/HoD(C) of the company in this case or any other officer nominated by GM/HoD(C) for the purpose.

9.7.07 Payment Stage: The payment stage(schedule) involved will be as given in Clause No. 22 of Special Terms and Conditions of the Contract,

- i. Submission of bills by the consultants/consultancy firms
- ii. ~~If required, Recorded in electronic measurement book, the duly filled in the e-bill form & verified/checked, by Overseer/Sr. Overseer(Civil), forwarded to Asst. Manager (civil) or Engineer in charge.~~
- iii. Signature of Engineer-in-Charge as per definition as at clause 1(vii) of the General Terms and Conditions, as a token of acceptance for payment of the bill. The EIC may sign in the abstract of the bill in the MB & the bill form. In between stage iii) and
- iv. Accountal checking may be made by the concerned Accounts Officer/ Accountant.

In case of non-availability of officials as at (i) above, company may authorize suitable executives for the works outlined at (i). Further for check measurement also company may authorize Executives based on availability.

9.7.08 Deleted

9.8 Income tax deduction @ 2% (Two percent) of the gross value (excluding GST) of each bill or at the rate as amended from time to time by the Government of India, shall be made unless exempted by the competent authority of the Income Tax Department. Further, TDS under GST will be deducted at applicable rates as per the provisions of GST Act wherever applicable.

Building and Construction Workers Cess (if, as applicable in States) shall be payable by the

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consultants/consultancy firms. If, however, the company is asked to make deduction from the consultants/consultancy firm's bills, the same shall be done and a certificate to this effect shall be issued to the consultants/consultancy firms for dealing with the State Govt. and the company does not take any responsibility to do anything further in this regard.

9.9 No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement/Work-order.

10. Termination, Cancellation, Suspension and Foreclosure of Contract

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, and whether the date of completion has or has not elapsed, by notice in writing if the contractor:-

a) makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-Charge, then on the expiry of the period as specified in the notice

Or

b) commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-Charge, then on the expiry of the period as may be specified by the Engineer-in-Charge in a notice in writing.

Or

c) obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering

Or

d) shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for his company.

Or

e) fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in-Charge in a notice in writing.

Or

f) transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-Charge. The Engineer-in-Charge may by giving a written notice, cancel the whole contract or portion of it in default.

10.1 The contract shall also stand terminated under any of the following circumstances:

a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.

b) In the case of the consultants/consultancy firms being a company, its affairs are under liquidation either by a resolution passed by the consultants/consultancy firms or by an order of court, not being a voluntary liquidation proceedings for the purpose of

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amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the consultants/consultancy firms, if any.

- c) If the consultants/consultancy firms shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.
- d) On the death of the consultants/consultancy firms being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

10.2 On cancellation of the contract or on termination of the contract, the Engineer-in-charge shall have powers:

- a. To take possession of the site, any materials, constructional plant, equipment, stores etc. thereon and carry out balance work through any means or through any other agency.
- b. To give the consultants/consultancy firms or his representative of the work 7 (seven) days notice in writing for taking final measurement for the item of works/activities executed till the date of cancellation or termination of the contract. The Engineer-in-Charge shall fix the time for taking such final measurement/settlement of item of activity and intimate the consultants/consultancy firms in writing. The final measurement/assessment of item activity shall be carried out at the said appointed time notwithstanding whether the consultants/consultancy firms is present or not. Any claim as regards measurement/assessment of item of activity which the consultants/consultancy firms is to make shall be made in writing within 7 (seven) days of taking final measurement/assessment by Engineer-In-charge as aforesaid and if no such claim is received, the consultants/consultancy firms shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.
- c. After giving notice to the consultants/consultancy firms to measure/assess up the item of work/activities of the consultants/consultancy firms and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another consultants/consultancy firms or take up departmentally, to complete the work/project at their risk and cost. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.

In such an event, the consultants/consultancy firms shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

- i) Forfeiture of security deposit comprising of performance guarantee and retention money and additional performance security, if any, at the disposal of the employer.

Or

- ii) 20% of value of incomplete work/activities. The value of the incomplete work/activity shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.

The amount to be recovered from the consultants/consultancy firms as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the consultants/consultancy firms on any account or under any other contract and in the event of any shortfall, the

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contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by the Engineer-in-charge, the consultants/consultancy firms shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the consultants/consultancy firms shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the consultants/consultancy firms as stated in 10.1(d).

10.3 Suspension of Work:

Suspension of work – The Company shall have power to suspend the work/consultancy jobs/services. The consultants/consultancy firms shall on receipt of the order in writing of Engineer-in -charge (whose decision shall be final and binding on the consultants/consultancy firms), suspend the progress of work or any part thereof for such time in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage, or endanger the safety thereof for any of the following reasons:

- a) on account of any default on the part of the consultants/consultancy firms, or
- b) for proper execution of the works, or part thereof, for reasons other than the default of the consultants/consultancy firms or,
- c) for safety of the works, or part thereof.

The consultants/consultancy firms shall, during such suspension properly protect and ensure the works to the extent necessary and carry out the instruction of the Engineer-in-charge. If the suspension is ordered for reasons (b) & (c), the consultants/consultancy firms shall be entitled to an extension of time equal to the period of every such suspension plus 25%.

The consultants/consultancy firms shall carry out the instructions given in this respect by the Engineer-In Charge & if such suspension exceeds 45 (forty-five) days, the consultants/consultancy will be compensated on mutually agreed terms.

10.4 Foreclosure of contract:

If at any time after acceptance of the tender the company decides to abandon or reduce the scope of work for any reason whatsoever the company, through its Engineer-in-Charge, shall give notice in writing to that effect to the consultants/consultancy and consultants/consultancy shall act accordingly in the matter. In the event of abandonment, the consultants/consultancy shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below: -

- a) to pay reasonable amount assessed and certified by the Engineer-in-Charge of the expenditure incurred, if any, by the consultants/consultancy on preliminary works at site office accommodation etc.
- b) to pay the consultants/consultancy at the contract rates full amount for works executed and measured at site up to the date of such abandonment.
- c) to pay for the materials brought to site or to be delivered at site, which the

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consultants/consultancy is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the consultants/consultancy to retain the materials in full or in part if so desired by him and to be transported by the consultants/consultancy from site to his place at his own cost with due permission of the EIC.

- d) to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the consultants/consultancy.
- e) to pay for the transportation of tools and plants of the consultants/consultancy from site to consultants/consultancy's place or to any other destination, whichever is less.

10.4.01 The consultants/consultancy shall, if required by the Engineer-in-Charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-Charge to assess the amounts payable in terms of clauses 10.4 (a) (c) & (e) of the contract. The consultants/consultancy shall not have any claim for compensation for abandonment of the work, other than those as specified above.

11. Carrying out Part Work at Risk & Cost of consultant/consultancy firm.

If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the consultants/consultancy 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the consultants/consultancy with cost involved in engaging another Agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the consultants/consultancy. However, when this clause is invoked, penalty will not be applicable other than on account of delayed completion.

The value of the work taken away shall be calculated for the items and quantities taken away at the agreement rates including price variation as applicable on the date, when notice in writing for taking away part work was issued to the consultants/consultancy. The consultants/consultancy, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.

If the expenses incurred by the department is less than the amount payable to the consultants/consultancy at his agreement rates, the difference shall not be payable to the consultants/consultancy.

In the event of above course being adopted by the Engineer-in-Charge, the consultants/consultancy shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

12. Completion Certificate

Except in cases where the contract provides for "Submission of all sanctioned statutory certificate/plans, supervision, completion of project in all respect " before completion of the project, in which case the issue of completion certificate shall be in accordance with the procedure specified therein, the consultants/consultancy shall give notice of completion of

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work, as soon as the work is completed, to the Engineer-in-Charge. The Engineer-in-Charge and or any other Officer, nominated for the purpose by the company, shall within 30 (thirty) days from the receipt thereof, inspect/assess the work and ascertain the non-submission of reports/drawings/statutory certificate/deficiencies, if any, to be submitted/rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate.

If the delay of submissions/defects, according to the Engineer-in-Charge are of a major nature and the resubmission/rectification of which is necessary for the satisfactory performance of the contract, he shall intimate in writing the assessment/defects and instruct the consultants/consultancy to submit the reports, drawings, certificates/rectify the defects/remove deficiencies within the period and in the manner to be specified therein. In such cases Completion Certificate will be issued by the EIC after the above submissions/rectifications are carried out/ deficiencies are removed by the consultants/consultancy to the satisfaction of EIC.

In the event there are no delays/defects or the defects/ deficiencies are of a minor nature and the Engineer-in-Charge is satisfied that the consultants/consultancy firm has already made arrangements for submission/rectification, or in the event of consultants/consultancy firm's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the company departmentally or by other means and the 50% of the security deposit of the consultants/consultancy firm shall be sufficient to cover the cost thereof, he shall issue the Completion Certificate (Taking Over Certificate with list of activity to be completed/defects) indicating the date of completion of the work, submission/defects to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate indicating reasons there for and with necessary instructions to the consultants/consultancy firm to clear the site/place of work or all debris/ waste materials, scaffoldings, sheds, surplus materials etc. making it clean.

12.1 In cases where separate period of completion for certain items or groups of items are specified in the contract, separate completion certificate for such items or groups of items may be issued by the Engineer-in-Charge after completion of such items on receipt of notice from the consultants/consultancy firm only in the event the work/item of work/activity is completed satisfactorily in every respect.

Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.

12.2 Before the date fixed for completion of work/project, the work/project as well as the site of work are to be made clean after removal of rubbish, scaffolding, surplus materials, temporary structures etc.

12.3 In case of consultants/consultancy firm 's failure to clear the site, the EIC shall have right to get the work done. The cost thereof shall be recovered from the final bill of the consultants/consultancy firm.

13. Additional Responsibilities of the consultants/consultancy firm (s)

The cost on account of the "Additional Responsibilities of the consultants/consultancy firm " under this clause is deemed to be included in the tendered rates.

i) The company reserves the rights to let other consultants/consultancy firm/ contractors also work in connection with the Project and the consultants/consultancy firm /contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.

ii) Deleted

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iii) The consultants/consultancy firm's shall employ only competent, skilful and orderly men to do the work. The Engineer-in-Charge shall have the right to ask the consultants/consultancy firm to remove from the work/project site any men of the consultants/consultancy firm's who in his opinion is undesirable and the consultants/consultancy firm will have to remove him within 3 (three) hours of such orders.

The consultants/consultancy firm shall employ apprentices in the execution of the contract work as required under Apprentices Act.

The consultants/consultancy firm shall further be responsible for making arrangements at his own cost, or accommodation and social needs of the Engineers/Architects, staff and workers under his employment.

iv) Precautions shall be exercised at all times by the consultants/consultancy firm (s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations shall be observed by the contractor(s). In case of accidents, the consultants/consultancy firm (s) shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force and the consultants/consultancy firm shall indemnify the company against any claim on this account.

All instruments, devices, scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer-in-Charge or his authorized representative whenever they want and the structure must be strong, durable, and safe and of such design as required by Engineer-in-Charge.

In no case any structure condemned by the Engineer-in-Charge or his authorized representatives shall be kept on the work and such structure must be pulled down within three hours of such condemnation and any certificate or instructions, however, shall in no way absolve the contractor/contractors from his/their responsibility, as an employer, as the company shall in no way be responsible for any claim.

The consultants/consultancy firm shall at all times exercises reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State Govt. or Central Govt. or Municipalities and other authorities in India. The consultants/consultancy firm shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

v) The consultants/consultancy firm shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/ their work.

vi) In case of engagement of workers/labours, The consultants/consultancy firm shall maintain all records as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Engineer-in-Charge or by the nominated representative of the Principal Employer.

vii) The consultants/consultancy firm shall provide facilities for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-Charge. The consultants/consultancy firm shall vigorously prohibit committing of nuisance at any other place. Cost of all works under this item shall be covered by the consultants/consultancy firm tendered rates.

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viii) The consultants/consultancy firm shall furnish to the Engineer-in-Charge or his authorized representative with work reports from time to time regarding the consultants/consultancy firm organization and the progress made by him / them in the execution of the work as per the contract.

ix) All duties, taxes (excluding Goods and Services Tax and GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States), whether local, municipal, provincial or central pertaining to the contract payable by the bidder/ consultants/consultancy firm under the Contract (during the entire period of contract), or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the consultants/consultancy firm. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/ consultants/consultancy firm (if GST payable by bidder/ consultants/consultancy firm) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/ consultants/consultancy firm.

Further, any GST credit note required to be issued by the bidder / consultants/consultancy firm under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case bidder/ consultants/consultancy firm is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

Input tax credit is to be availed by CIL/Subsidiary as per rule.

If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest and penalty, if any.

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The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

Note: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.

Note : If required, Any mandatory fees required for obtaining certificate from the statutory body like Plan sanction fees,/ registration of Green certification etc. shall be paid separately on submission of requisite demand notes, Bills etc from the concern statutory/Government bodies.

x) The consultants/consultancy firm shall make his / their own arrangement for all materials, instruments, machineries etc, tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to entire satisfaction of the company.

xi) The consultants/consultancy firm shall make their own arrangement for carriage of all materials to the work site at his/their own cost.

xii) The work shall not be sublet to any other party, unless approved by Engineer-in-Charge, in writing. Prior permission is required to be taken from the owner for engagement of sub-contractor in part work/piece rated work.

xiii) a) No fruit trees or valuable plants or trees with trunk diameter exceeding 150mm shall be pulled, destroyed or damaged by the consultants/consultancy firm or any of his/their employees without the prior permission of the company, failing which the cost of such trees or plants shall be deducted from the consultants/consultancy firm dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees up to 150 mm dia., as will be permitted by the Engineer-in-Charge in writing.

b) Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The consultants/consultancy firm is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with him.

xiv) The consultants/consultancy firm shall not pay less than the minimum wages to the labourer engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force. The consultants/consultancy firm shall make necessary payments of the provident fund for

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the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and allied scheme and Miscellaneous Provisions Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

xv) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer in online mode including payment of provident fund considered necessary.

xvi) The consultants/consultancy firm shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified for the following:

a) The company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or material was the result of any drawing and/or specifications issued by the company after submission of tender by the consultants/consultancy firm. The consultants/consultancy firm must notify immediately after any claim being made or any action brought against the company, or any agent or employee of company in respect of any such matter.

b) The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act, 1961, Acts regulating P.F. or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

c) The company against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence of performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.

xvii) Deleted

xviii) **Insurance(If applicable)** – The consultants/consultancy firm shall take full responsibility to take all precautions to prevent loss or damage to the item of works/activity or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge.

The consultants/consultancy firm shall take following insurance policies during the full contract period at his own cost:

a). Deleted

b). Where any company building or part thereof is used, rented or leased by the

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consultants/consultancy firm for the purpose of storing or using materials of combustible nature, the contractor shall take separate insurance policy for the entire building and the policy shall be deposited with the company.

c) The consultants/consultancy firm shall at all times during the tenure of the contract indemnify the company against all claims, damages or compensation under the provision of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages, or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

d) The consultants/consultancy firm shall ensure that the insurance policy/ policies is/are kept alive till full expiry of the contract by timely payment of premiums and it/they shall not be cancelled without the approval of the company and a provision is made to this effect in all policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premium shall be borne by the consultants/consultancy firm and it shall be deemed to have been included in the tendered rate.

e) In the event of consultants/consultancy firm's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due to the consultants/consultancy firm.

THE CLAUSE 13(xviii) SHALL NOT BE APPLICABLE IN THIS CONSULTANCY CONTRACT

xix) Deleted

xx) On receipt of Letter of Acceptance of Tender / Work Order the contractor shall forthwith Register and obtain License from the competent authority under the Contract Labour (Regulation & Abolition) Act 1970, the Contract Labour (Regulation & Abolition) Central Rules, 1971 and submit certified copies of the same to the Engineer-in-Charge and the Principal Employer.

xxi) Deleted.

xxii) The consultants/consultancy firm shall, in connection with works, provide and maintain, at his own cost, all lights, security guards, fencing when and where necessary as required by the Engineer-in-Charge for the purpose of protection of the works, materials at site, safety of workmen and convenience of the public.

xxiii) All materials (e.g. stone, moorum and other materials) obtained in the course of execution of the work during excavation and dismantling etc. shall be the property of the company and the same may be issued to the consultants/consultancy firm, if required for use in the works at the rates to be fixed by the Engineer-in-Charge.

xxiv) Deleted

xxv) Approval by the Nodal Officer/Engineer-in-Charge or his nominee: The consultants/consultancy firm shall submit specifications and drawings showing the proposed temporary work to the Nodal Officer/Engineer-in-Charge or his nominee, who is to approve them if they comply with the specifications and drawings.

The consultants/consultancy firm shall be responsible for design of Temporary Works.

The Nodal Officer/Engineer-in-charge or his nominee's approval shall not alter the consultants/consultancy firm's responsibility for design of the Temporary Works.

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xxvi) The consultants/consultancy firm shall directly pay the ex-gratia amount of Rs.15.00 (Fifteen) lakhs to the same dependent family members of the deceased consultants/consultancy firm's worker, who died in mine accident as certified by DGMS, to whom the statutory benefits under Employee Compensation Act, Provident Fund etc. have been paid, as per the terms of contract or through Insurance Company by availing Group Personal Accident Insurance Policy for all its workers before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No reimbursement shall be made on this account by CIL/Subsidiary.

In order to comply with the above provisions, consultants/consultancy firm shall immediately on receipt of letter of acceptance/work order shall obtain group personal accident insurance in respect of all the workmen engaged in mining activities for payment of Rs.15.00(fifteen) lakhs in case of death in mine accident. A proof to such effect shall be produced to the satisfaction of the management before commencement of the work. However, the responsibility of payment of special relief/ex-gratia amount shall lie exclusively with the consultants/consultancy firm.

If the consultants/consultancy firm fails to disburse the special Relief/Ex-gratia within the due date, the subsidiary concerned may make payment to the eligible dependent as mentioned herein above. However, such amount shall be recovered from the consultants/consultancy firm from his dues either in the same and/or other subsidiaries of CIL”.

NOTE: Mining Activities (as defined under section 2(h), (j) & (k) of the Mines Act-1952) including washery, CHP and Railway siding.

xxvii) In case of death of consultants/consultancy firm's worker due to COVID-19, the contractor shall pay the ex-gratia amount of Rs.15.00 (Fifteen) lakhs to the eligible dependent of deceased consultants/consultancy firm's worker (to the same dependent family members of the deceased consultants/consultancy firm's worker, to whom the statutory benefits under Employee Compensation Act, Provident Fund etc. have to be paid) which shall be reimbursed by CIL/Subsidiary concerned on submission of death certificate from State Government authorities to this effect. Other statutory dues as being paid on the death of contractual employee shall be paid as per entitlement. This ex-gratia amount would not be paid in case the death of contractual employee who is on long unauthorized absence.

14. Defects Liability Period:

In addition to the defect/s to be rectified by the consultants/consultancy firm as per terms of the contract/ work order, the contractor shall be responsible to submit drawings, reports, certificate, make good and remedy at his own expense the defect/s mentioned hereunder within such period as may be stipulated by the Engineer-in-Charge in writing:

a) Any delay of submission of reports, drawings, certificates/defect/defects in the work/project detected by the Engineer-in-Charge within a period of 6 (six) months or agreed by Engineer in charge from the date of issue of completion certificate.

b) In the case of building works or other works of similar nature any defect in the work detected by the Engineer-in-Charge within a period of 6 (six) months from the date of issue of Defect Liability certificate/ completion certificate or before the expiry of one full monsoon period i.e. June to September whichever is later in point of time

14.1 A programme shall be drawn by the consultants/consultancy firm and the Engineer-in-Charge for carrying out the delay/defects by the contractor detected within the defect liability period and if the contractor fails to adhere to this programme, the Engineer-in-Charge shall be at liberty to procure proper materials and carry out the rectifications in any manner considered advisable under the circumstances and the cost of such procurement of materials

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and rectification work shall be chargeable to the contractor and recoverable from any of the pending dues of the contractors.

The defect liability period can be extended by the company on getting request from the contractor only for valid reasons.

15.-Deleted

16. Settlement of Disputes.

It is incumbent upon the consultants/consultancy firm to avoid litigation and disputes during the course of execution. However, if such disputes take place between the consultants/consultancy firm and the department, effort shall be made first to settle the disputes at the company level.

The consultants/consultancy firm should make request in writing to the Engineer-in-charge for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the consultants/consultancy firm shall be entertained by the company.

Effort shall be made to resolve the dispute in two stages

In first stage dispute shall be referred to Area GM or GM/HoD(C). If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

If differences still persist, the settlement of the dispute shall be resolved in the following manner:

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & excise duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

16A. Settlement of Disputes through Arbitration

If the parties fail to resolve the disputes/differences by in house mechanism, then, depending on the position of the case, either the employer/owner or the consultants/consultancy firm shall give notice to other party to refer the matter to arbitration instead of directly approaching Court. The consultants/consultancy firm shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the clause 16.

In case of parties other than Govt. agencies, the redressal of disputes/differences shall be sought through Sole Arbitration as under.

Sole Arbitration:

In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.

(a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being

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unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

(b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015, and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

The venue of arbitration shall be the place from which the contract is issued.

Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.

Contracts with Partnership firm:

The Partnership firm is required to submit written consent of all the partners to above arbitration clause at the time of submission of bid.

17. E-way Bill:

The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the e-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.

18. In the event of recovery of any claim towards, penalty, fee, fine or any other charges (Except EMD) from the supplier/vendor, the same will be recovered with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.

19. Guidelines for Banning of Business

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Banning of Business' with a contracting entity in respect of Works and Services Contracts.

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.
2. The contracting entity may be banned in the following circumstances :-
 - i) If bidder backs out after notification of opening of price bid and if that bidder is found to be successful.
 - ii) If successful bidder fails to submit PSD and APSD, if any and/or fails to execute the contract within stipulated period.
 - iii) If successful bidder fails to start the work on scheduled time.
 - iv) In case of failure to execute the work as per mutually agreed work schedule.
 - v) Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, agency shall be banned from future participation in tenders keeping his present contract alive.

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b. On termination of contract.

- vi) Willful suppression of facts or furnishing or wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
 - vii) Formation of price cartels with other consultants/consultancy firm with a view to artificially hiking the price.
 - viii) The consultants/consultancy firm fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - ix) consultants/consultancy firm fails to use Mobilisation advance given to him for the purpose it was intended.
 - x) Consultants/consultancy firm fails to renew the securities deposited to the department.
 - xi) The consultants/consultancy firm fails to rectify any lapse(s) in quality of the work done within completion period.
 - xii) Transgression of any clause(s) relating to consultants/consultancy firm's obligation defined in the Integrity Pact wherever such Pact exists.
 - xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.
 4. The banning shall be for a minimum period of 12 months (one Year) and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.
 5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/ Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such banning.
 6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.
 7. **Approving Authority:** The 'Banning of Business' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:
 - a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for banning shall be CMD of CIL/Subsidiary Company.
 - b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for banning shall be Director of CIL/Subsidiary Company.
 8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Banning of Business'. In case the banning is done with the approval of CMD of the

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Subsidiary Company then Chairman, CIL shall be the Appellate authority.

9. Any change on the above may be done with approval of FDs of CIL.

10. All the orders of banning or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company. Further, all such orders will be uploaded in Coal India site as well website of the Subsidiary Company.

11. Efforts shall be made by the concerned Department so that such order is linked to e-tender portal of Coal India Limited.

20. If applicable, the consultants/consultancy firm shall submit valid electrical license either in his name or of his authorized representative/supervisor [under whose supervision electrification work (internal and/or external) will be executed] issued by Electrical Licensing Board / Authority of the Indian State / UT, in accordance with Indian Electricity Rule before execution of electrical works, if any.

SECTION - D
SCOPE OF WORK AND TERMS OF REFERENCE (TOR)

Scope of work and Terms of Reference (TOR)

A. GENERAL:

1. It is proposed to engage qualified consultants from the CMPDI's empanelment lists of Architectural consultancy firms/consultants of Group II & Group-III, possessing proven relevant experience in the field of implementing projects of similar nature and size, for the architectural, engineering, supervision & quality control consultancy works towards Balance work for construction of MINREM (MCL Institute of Natural Resources and Energy Management at Tamando, Bhubaneswar as detailed elsewhere in this document, allied work such as internal services, water supply, sanitary works, HVAC, Fire fightings, development of land, related external services at MINREM, Bhubaneswar.
2. CMPDI will be the Project Management and coordinating agency of this project.

B. WORKS/JOBS:

1. To undertake the balance construction work/activity of MINREM, & to assist to complete the project in all respect for Architectural/Engineering consultancy required for HVAC, Fire fighting, STP/ETP, Tender is being sought to assess Balance work for construction of MINREM (MCL Institute of Natural Resources and Energy Management at Tamando, Bhubaneswar.
2. It involves engagement of suitable/relevant Expertise/consultant like Architect, HVAC, Fire fighting, STP etc. to assess the balance work left out in the said construction work of MINREM.
3. The consultant/consultancy firm shall make detailed survey with existing items/activity to complete the project in all respect by engaging sufficient experts/surveyor/engineers.
4. If available, the clients/MCL shall provide the existing available drawings which was adopted in the execution of work. In some case, where drawings are not available, As-Built drawings and construction drawings needs to be prepared by the consultant/ consultancy firm towards the construction of balance work in all respect.
5. Detailed estimate for balance work left out in the project to complete the project in all respect needs to be prepared based on the clients/MCL approved SOR of the Company for Scheduled Items, Market Rate analysis for unscheduled items along with BOQ for a single contract including all civil, water supply, sanitary, electrical, Solid Waste Management and other development works as per the requirement of clients i.e. MCL which should be as per Civil Engineering Manual (CEM) of CIL and requirement of BDA Submission of estimate to MCL for kind approval of its competent authority.
6. Preparation of specifications of items, BOQ, Terms and conditions of NIT based on MCEW of CIL or the requirement of clients i.e. MCL, Tender document including scope of work towards completion of the project in all respect on behalf of MCL , assisting to Evaluation of Tenders and assisting to award of work by MCL.
7. Assisting to obtain NOC from the local body for Architectural, As-built, working drawings shall be prepared as per local bye laws, if required. Any other documents related to site shall be supplied by MCL.

8. Execution of the projects including Quality control, day to day supervision through sufficient engineers/experts in all related fields of specialisations and along with CMPDI personal, Project Monitoring, electronic measurement recording through consultant/contractor, Bill auditing and submission of bill to MCL for payment.
9. The proposed construction procedure to be adopted may involve work of dismantling/retrofitting of the existing buildings/facilities to make optimal use of land creating compatibility with the existing facilities.
10. **Methodology:** Consultant shall engage adequate resources, including all specialist/experts of HVAC, fire fighting, water supply, electrical etc. in all complete, which shall be required for survey of existing facilities, estimation of balance item to complete the projects and timely completion of the project. The completion schedule of the project is furnished in this document in the subsequent pages to acquaint the prospective consultants with the requirements of the owner. It is expected that the bidder will give due weightage of this requirements and accordingly submit their financial proposal.
11. Drawings: The NIT document provides certain drawings so as to depict the functional requirements of the work.
12. Site Visit : The balance work for construction of MINREM (MCL Institute of Natural Resources and Energy Management at Tamando, Bhubaneswar. The work also involves surveying, estimating of existing facilities and executing all items/activity including supervision, quality assurance etc. Bidders are requested to visit the site, get acquainted with the site condition and collect as much information as possible so as to have better assessment of balance portion of work.
13. **Broad Activities:** Broadly speaking following activities of a Green building concept for aiming 5-star rated and minimum 3- star rated may be involved in this assignment.
 1. Ascertain MINREM requirements and examine site constraints & potential for individual buildings, external and internal systems/ services and prepare brief for Engineer/Engineer in-charges review/ recommendation and CMPDI approval including conceptual/ control designs/ drawing/ documents and incorporate required changes, if any.
 2. Study of project requirements and control drawings and preparation of design philosophy, if required, basis & criteria for individual buildings, structures, external and internal services & systems for review/ recommendations and approval from CMPDI.
 3. Carrying out Survey, Submission of Survey Drawing, Study and interpretation of soil investigation report and finalize input data for structural and foundation design for individual buildings/ structures/ equipment etc.
 4. Preparation of detailed architectural working drawing including but not limited to, dimensioned plans, elevations, internal layout, sections, details etc for individual buildings/ structures, if required. Preparation 3D perspective drawings, horticulture layout, lighting drawings or any other drawings required for this project, if required.

5. Preparation of door/ window schedules, fitting schedules, finishing schedules, colour schemes, flooring patterns, reflected ceiling plans, ironmongery, joinery, installation details etc. for individual buildings/ structures/ equipment/ internal services etc., dovetailing the existing facilities already constructed, if required.
6. Preparation of architectural and construction details such as fixing details, installation details, joinery, inserts, cut-outs, pockets, standard details and other construction details as required by site Engineers for successful completion of the project.
7. Study of input data and preparation of design calculations, schematic drawing and construction drawings for all external services, individual buildings pertaining to internal services such as:
 - a) Re-assessing of External & Internal rain water System.
 - b) Re-assessing of External & Internal Sewerage Piping System.
 - c) Re-assessing of External & Internal Waste Water Piping system.
 - d) Re-assessing of External & Internal rain water system
 - e) Re-assessing of Connection of Internal Services Systems with external services network
 - f) Re-assessing of Furniture for Institute buildings, class rooms, library, laboratories, Auditorium, Hostels & other buildings.
 - g) Re-assessing of Internal and External Electrification
 - h) Re-assessing of Communication System .
 - i) If any other requirements sought by clients, it includes in the scope of work.
8. The detailed working drawings to include flow/ schematic diagrams, plans, elevations, sections, blow-ups etc. for individual services complete with material take off, if required.
9. Designate a qualified/registered Structural Engineer, who shall be wholly and singly responsible for structural soundness and safety of the buildings/ structures design under its scope. Retrofitting arrangement, if required, shall also be in the scope of work.
10. Preparation of detailed structural analysis & structural design calculations (including seismic design as applicable) based on design output, preparation of detailed structural drawings, wherever required.
11. Collection of input data from CMPDI/MCL, Manufacturers/ vendors and design structural foundations (including dynamic analysis as applicable) for individual plant & equipment to be installed. The structural designs to cater for specialized requirements pertaining to special equipment.
12. Preparation Construction drawings including bar bending schedules and/ or detailed reinforcement drawing sufficient to enable the contractor to procure the steel from the market and cutting/ bending and placing of the reinforcement wherever required

13. Preparation of fabrication/ construction/ shop drawings including material take of etc. complete. The detailed drawings for each item of work considered in the project wherever required.
14. Detailed design, considering load data, Noise and Vibrations of equipment, drawings, cost estimates and specifications to cover all civil works associated with installation of all mechanical/ electrical equipment, services and systems wherever required.
15. Preparation of detailed specifications and data sheets for Materials, work items, systems and services etc. in consultation with Engineer in charge/Project coordinator/General Manager (civil), CMPDIL.
16. Preparation of detailed quantity estimates supported by detailed measurement sheets/ material take off sheets based on detailed drawings.
17. Preparation and submission of detailed cost estimates for buildings, structures, services & systems based on CPWD schedule of Rates 2018 with necessary indices and correcting slips, if any, applied thereupon. Preparation of rate analysis for those items, which are not available in CPWD-SOR, based on market rate quotations with rate analysis. Any deviation in quantity of items also required to be supported by rate analysis. Also preparation of abstract of quantities building wise or package wise, as required. The items shall be taken care of the requirement Green Certification in consultation with CMPDI.
18. Preparation of detailed "Bill of quantities" for tender proposes for individual buildings/structures/ campus viz. Road, Water Supply & Sanitation System, Internal and External Electrification and other relevant common services and a consolidated statement thereof.
19. Preparation of list of preferable makes/ manufacturers for recommendations & approval of CMPDI.
20. Preparation of "As-built" drawings (on the basis of actual construction at site) including services and structures.
21. Preparation NIT/ tender documents for construction of buildings in line with CIL Manuals and guidelines or such other standards as desired by GM(C), CMPDI.
22. Supervision and Quality control based on Coal India Ltd/ CPWD quality control Manual including assisting to CMPDI for measurement recording, billing to the Building contractor.
23. Assisting to obtain all NOC/permission from the statutory Local/Central Govt. for construction and Green building certification from the GRIHA/LEED/IGBC or any other organisation who issues Green building certification

14. Documents to be made available-

- i. Functional requirements
- ii. Available land area statement
- iii. Contact information of all concerned parties if any
- iv. Contractors' tender documents after award of work
- v. Probable Estimates

c. OBJECTIVES- The objectives of engaging Consultancy Services are:

1. **Architectural and other allied services:** Pre-tender-for-construction activities like preparation of Architectural drawings, detailed engineering drawing & design, assisting to obtain NOC/permission from the statutory bodies like Local authorities/State/Central Govt., preparation of detailed estimates, Preparation of NIT for execution, Assisting in Justified rate preparation based on CPWD Norms/ CIL Manual.
 2. **Action as an Engineer:** Management of works contract as 'an Engineer' in terms of works contract including field measurements, quality assurance testing of work done and execution in accordance with codal provisions/specifications within the stipulated time.
 3. **Supervision:** Comprehensive supervision of construction activities carried out by the contractors to ensure complete compliance with the drawings, technical specifications and various stipulations contained in the contract documents.
 4. **Supervision Through Team:** Efficient construction supervision by personnel who are experienced in the modern methods of construction supervision and contract management in coordination with CMPDI Team.
 5. **High Standard:** Ensure high standards of quality assurance in the supervision/execution of work
 6. **Timely Completion of Work:** completion of work within stipulated time limit.
 7. **Training:** Training employer's representative staff in managing the contracts.
- D. **Activity Schedule : Refer Clause No. 22 of Special Terms and Conditions pertaining to Timeline of Activities Vis-à-vis payment schedule**

E. **Contract Management Framework (CMF)**

1. **Role as an Engineer:** The Consultant shall nominate a representative who shall be designated as Team Leader (TL) and will act as 'Engineer'. The Engineer shall have a team of experienced professional and support staff for the performing Consultancy Service under the Contract. However, the Consultant's firm shall be responsible for all actions taken by its Team Leader and his team. He is to report to Project Co-ordinator (Representative of CMPDI) of this contract
2. **Team of Professional:** Consultant's team comprising of Assistant Resident Engineer (ARE), Quality Control Engineers, Billing Engineers, Quantity Surveyor, Field Engineers (FE) etc. shall work under the supervision of Project Coordinator/Team leader/Resident Engineer (PC/TL/RE) as and when required to meet the project requirement.
3. **Engineering Decisions:** The Consultant will make the necessary measurements and control the quality of works with the approval of Engineer in charge/Project coordinator. The Consultant shall make engineering decisions required during the implementation of the Contract with the approval of Engineer in charge/Project coordinator. However, the Consultant shall seek prior approval of the Engineer in Charge/Project coordinator with regard to the following:
 - i. Any variations or deviations having financial implications.
 - ii. Variation in work quantities for fixation of rates.
 - iii. Sanction of additional items, sums or costs and variations of rates and prices.
 - iv. Change in specification and deviation from approved drawing.

- v. Approval of subletting of any part of works.
- vi. Approval of Time Extension to the contractor.
- vii. Stopping and/or termination of the work contract.

The merely plain communication will not constitute request for approval of the above unless the same is supported with reasons and analysis for consideration of the Engineer in Charge/Project Co-ordinator. **Decision of Engineer in Charge/Project Co-ordinator is final.**

F. **Scope of Consulting Services** – The Scope of Consulting Services shall include but not necessarily be limited to the following:

1. **Engineering/ Architectural Consultancies and Contract Administration-**

- i. **The Scope of Work shall also include the following unless stated otherwise:** The consultant will provide all required inputs, clarification along with all detail design and drawing documents both in soft and hard copies (3 copies) as detailed elsewhere in this document for approval by Employer. If, on the basis of Employer's comments on the submitted documents, the drawings/documents need to be revised, then the consultant will resubmit revised drawings/documents for Employer's approval. The Scope of work of the consultant includes the following:
 - a. Consultancy services for detail engineering including preparing all relevant drawings and documents good for submission to statutory bodies for their approval for construction.
 - b. **The consultants are required to prepare the architectural drawings as per the prerequisite/ relevant Norms/local by-laws including submission to the concerned authority to obtain the building permit/approval in the required formats and number of sets required by statutory bodies etc.** All services required to assist for obtaining approvals of Building permit/ completion/ occupancy certificate from local and statutory bodies wherever required shall be done by consultant. **The rates shall be inclusive of all except mandatory fees for obtaining approvals as above.** (Statutory/mandatory fees shall be paid separately on demand notes/receipts of local state/Central authority or any with prior approval of Engineer in charge)
 - c. Preparation of Survey Drawing: Scope of work including surveying of the site. The survey drawing should indicate contours and all surface features.
 - d. Detailed structural design shall be done for building for relevant Loading condition with seismic consideration and pre-engineering design as per relevant IS codes, if required after assessing site condition and drawings provided by MCL . All detailed calculation needs to be submitted for scrutiny and checking by Employer or their representatives, if required. Necessary structural stability certificate shall be given by competent structural Engineer or authorized/registered structural engineer of statutory bodies wherever required.
 - e. Preparation of Detail drawings including planning and design wherever relevant for preparation of Detail Bill of Quantities including framing of specifications for total project and

estimation of costs on the basis of latest CPWD Delhi SOR for Scheduled Items, Market Rate analysis for unscheduled items in consultation and with due approval of Employer for inclusion in the Tender document towards execution of the project. Due consideration has to be given regarding existing infrastructure, dove-tailing with existing facilities, reuse of existing furniture and other resources during planning / designing /preparation of drawings.

- f. Preparation of Detail construction drawings for civil & architectural jobs and structural design, Detail design and preparation of all drawings good for construction for internal and external electrification, Sanitary and Plumbing jobs, all Fire services i.e., fire Detection, Annunciation and Extinguishing, installation and commissioning of Lifts as per Manufacturer's specification, Design of HVAC/ air conditioning as per requirement, Rainwater Harvesting system, IT enabled services like intercom telephone, LAN, Wi-Fi, CCTVs etc. However, the requirement will depend on the MCL requirements, Re-assessing the existing Sewage Treatment Plant, layout and details for Interior furnishing, Roof top Solar panel system (including structure), Re-assessing Landscaping and site development including internal roads, drains and culverts, horticulture etc. and all such relevant allied activities required for successful implementation of the Project.
- g. The consultants are required to visit the site to collect necessary information/data before bidding the tender.
- h. Obtaining Building approval/ Plan sanction from local authorities, Clearance from fire services authorities and other statutory bodies.
- i. As described in B (3) Broad Activity.
- ii. **Interpretation:** Interpretation of the technical specifications and contract documents.
- iii. **Scrutinize Work Program:** Scrutinize the Contractors' detailed work programme, suggest modifications, if any, after a careful study keeping in view the overall interest of the project and recommend the same for approval of the Engineer-in-charge. Work programme should be scrutinized within 10 days of the submission of the programme by the contractor and obtain approval of the Engineer-in-charge. The programme will be issued to the contractor within 20 days of submission of work plan.
- iv. **Scrutinize Personnel Deployment:** Scrutinize and/or review Contractor's superintendence, personnel and suggest modifications, if any.
- v. **Site Handing Over:** Initiate advance actions for handing over of site and/or issue of drawings, and / or advice client.
- vi. **Scrutiny of construction methods:** Scrutinize the construction methods proposed by the Contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works, personnel and the general public.

- vii. **Liaise:** Liaise and co-ordinate with the local authorities, contractor to remove all obstacles for shifting of utilities wherever required and also tree cutting.
- viii. **As Constructed Drawing:** Certify 'as constructed' drawings for each component of the works finished by the Contractor.
- ix. **Watch Validity of Securities:** Review and ensure conformity of contractor's securities in approved formats and ensure validity of these securities;
- x. **Tour Diary:** Maintain a day-to-day diary recording all events relevant to the works.
- xi. **Review Design, Drawing, BOQ and Specification:** Review designs, drawings, BOQ and specification with respect to actual site conditions on behalf of the Engineer in Charge and suggest modifications, if required or deemed appropriate. Any minor realignment, redesign/ modification, any additional design of the structure for completion of the project will be suggested by the consultant and simultaneous necessary assistance to the Engineer in Charge shall be promptly extended by the consultant for obtaining approvals of minor modification from competent authorities.
- xii. **Insurances Compliance:** Ensure requisite insurances have been received and they comply with the requirements of the contract, if applicable;
- xiii. **Review of Statuary Compliance:** Review compliance with the documentation and advance actions requirements, including securing of all statutory clearances and permits or handing over of site, and advise on issuing the notice to set the Commencement Date.
- xiv. **Quality Assurance System:** Ensure that the contractor effects and implements a system for the quality control of the works. The system of control of quality of materials and completed works shall also include sampling methods and criteria and acceptance criteria. The sampling methods and the acceptance criteria shall be based on statistical methods and the recommendations of the relevant Code.
- xv. **Scrutinize Contractor's Mobilization:** Scrutinize the contractor's mobilization of the Contractor's Equipment to ensure the nominated plant and equipment is delivered to the site in accordance with the contractor's programme and that permits where necessary are obtained in a timely manner.
- xvi. **Green building certification:** if required, assist that registration of Green Certification in GRIHA/LEED/IGBC or any other organisation provides Green certification, arrange to provide all relevant documents to the concern authority, arranging periodical auditing of Green certification agency, engaging Energy/day light simulation by authorised agency. **The rates shall be inclusive of all except Registration fees, auditing of Green building certification agency of their accommodation, travel charges or any other fees of certification agency.**

2. Inspection and Supervision-

- i. **Kick off Meeting-** The purpose of the kick-off meeting is to formally notify contractor, and Engineer in Charge or his representatives that the project has begun and bring all stake

holders of the project to the common understanding of the project and debrief them their roles, obligation and compliance requirements in the project. The consultant will share project start up diligence report (Commencement Report), contractor(s) and Engineer in Charge.

- ii. **Setting-Out:** Carry out detailed checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the working drawings.
- iii. **Site analysis:** it shall include following:
 - a. Site location and connectivity with nearby facilities
 - b. Site preparation required for mobilization
 - c. Site vegetation
 - d. Utility lines and electricity connections
 - e. Water logging/ flooding. HFL
 - f. Other hindrances
 - g. Encroachments
- iv. **Adequacy of Facilities:** Carry out regular inspection of the Contractor's equipment, plant, machinery, installations, housing and medical and mandatory facilities etc. and ensure that they are adequate and are in accordance with the terms and conditions of the contract.
- v. **Safety of Properties:** Direct the Contractor to carry out all such works or to do all such things as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of the adjoining property and advise the Employer as soon thereafter as is reasonably practicable.
- vi. **Safety and Health of Workers:** Supervise the work contract in all matters concerning safety and care of the workers including environmental aspects and labour welfare obligation of the contractor in addition to the health and safety of consultant's own employees.
- vii. **Defect Liability Period:** Inspect works regularly, at minimum frequency of once in a month on during Defect Liability Period and indicate to the Engineer-In-Charge any rectification work to be carried out by the Contractor during the Defect Liability Period.

3. **Quality of Materials and Works-**

- i. **Evolving Quality Assurance System:** Evolve and implement a system for the quality assurance of the works. The system of control of quality of materials and completed works shall also include sampling methods and criteria and acceptance criteria. The sampling methods and the acceptance criteria shall be based on statistical methods and the recommendations of the NBC / BIS publications and international practices. The consultant will get the RCC works laid in his presence and the samples for the same shall be collected as per norms. Any other aspects for proper quality control shall be finalized between the Consultant and the Employer.
- ii. **Workmanship:** Inspect the performance of works with regard to workmanship and compliance with the specifications, order/supervise/perform tests on materials and/or work and

approve/disapprove the Contractor's plant and equipment. The same shall be intimated to Engineer in charge.

- iii. **Approval of Material before Bulk Supply at Site:** Review and approve the test results/certificates of all construction materials and/or sources of materials and carry out additional tests from any third party lab (NABL certified laboratory), if required, at the cost of contractor as necessary to establish their quality. **The cost incurred in such testing shall be borne by construction contractor or employer, as specified in the Contract agreement between them.** SQC consultant will obtain prior permission from Engineer-in-charge before sending samples for testing to NABL accredited laboratory. The consultant shall assist Engineer in Charge to approve material after testing and allow the contractor to bring only tested and passed material in bulk at site for use in the work. Standard protocol for sampling and transportation and delivery in the lab shall be followed by contractor at his own cost.
- iv. **Testing:** Carry out tests as necessary to assess the quality of works and material brought to site for use in the work.
 - a. **Check Tests:** For quality control of the work the Team Leader/Resident Engineer/Material Engineer will check and certify minimum 20% (twenty five percent) of the quality control tests at stipulated frequency, while the Assistant Resident Engineer/Assistant Material Engineer will check and certify 100% (hundred percent) of the quality control tests done by the contractor in site lab. The consultant's personnel shall intimate about these check tests to the Project Manager/Nodal Officer of the contractor before undertaking them, so that the Project Manager/Contractor's representative could associate, if they wish to do so.
 - b. **Repeat Testing/Masurement on Contractor's Request:** The Consultant or any of his Technical Experts shall do the repeat tests or measurements, if requested by the Project Manager/ Contractor's representative, in their presence or any of their representatives, in case of any conflict; the Consultant may do the check test in the presence of Engineer - In-Charge/coordinator of CMPDI.
 - c. **Repeat Testing on client's Request:** The consultant shall perform repeat tests in the presence of Engineer- In-Charge or his representatives, if directed so by the Engineer-In-Charge coordinator of CMPDI.
 - d. **Certification for Conformity:** The Consultant shall furnish certificates, supported by the test results, to the Engineer-in-Charge along with each running bill to certify that the items included in the Contractor's running bills satisfy the quality requirement and work is acceptable with regards to the standards and specifications prescribed in the Contract.
 - e. **Testing Records:** Maintain a permanent record of all results of all tests carried out for monitoring the quality of works.

4. **Measurement and Payment-**

- i. **Record Measurement:** The consultant on behalf of Engineer in charge/coordinator of CMPDI shall make field e-measurement of each and every items of works executed and quantities of

materials such as steel and cement consumed in the work and maintain upto date e-books containing such computations or other information concerning the use of construction materials, properly segregated into sections of construction. The measurement shall be recorded along with Contractor's representative.

- ii. **Computerized Billing:-** Consultant is also permitted to submit contractor's running/final bill on computerised sheets (A4 size only) in acceptable standard formats for bill, abstract of cost and record measurement of work done. Bill in standard format shall have all mandatory deductions, recoveries and centages deducted/added at last to arrive at net payable amount. Every such running bill shall be appended with a statement duly signed by Team Leader listing all e-MB numbers (regular or temporary) in used for the work and e-MBs enclosed for processing the bill under consideration. Hard copies of each e-MB (regular or temporary number) either for abstract of cost or record measurement shall have all pages numbered in style of '1 of n' and total pages certified by Team Leader on first page and bound in booklet form for submission with running/final bill. Each computerized sheet (page) will be signed by the key and non key experts recording the measurement to validate page in addition to his dated signature to certify taking of each measurement. MB shall remain in record with Engineer in Charge/**coordinator of CMPDI** after processing of bill. Consultant shall use computerised record for subsequent references or can retain photocopies before submitting bills. Running bill shall be submitted with cover letter. Cover letter shall be sent to EIC/coordinator also for record of submitting monthly running bill. Thereafter, this bill will be processed by the **Engineer-in-Charge/coordinator of CMPDI**. The Contractor shall, without extra charge, provide all assistance with appliance, labour and other things necessary for checking of measurements by the **Engineer-in-Charge/coordinator of CMPDI** or his representative. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the **Contract** notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. **Engineer-in-Charge/coordinator of CMPDI** or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by the consultant. It is also a term of this **Contract** that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the consultant from liabilities from any over measurement or defects noticed till completion of the defects liability period.
- iii. **Running (Interim) Bill :-** Running (Interim) bill of the work done by the contractor shall be prepared by the Consultant in a standard format.
 - a. **Monthly Running Bill:** Submission of monthly (interim) bills in acceptable format of the contractor's work done is duty of the consultant in all circumstances and essence of contract.

- b. **Monthly Bill of Even a Very Small Amount:** Even in the event of quantity of work done and amount of calculated bill happens to be very small and the contractor is reluctant to take a bill of very small amount, the consultant shall submit monthly bill to the Engineer in Charge to avoid penalty to the consultant on account of non-submission of monthly bill.
 - c. **Monthly Bill Even if Allotment is not Available:** Even in the event of non-availability of budget allotment with the department, consultant shall not wait for the allotment to be received but will expeditiously submit the monthly bill in due time to the Engineer in Charge to avoid penalty in addition to recovery of avoidable escalation burden on the client on account of non-submission of monthly bill.
 - d. **Monthly Bill of Zero Amount:** If the work is not done by the contractor in any particular month or contractor fails/refuses to sign acceptance of measurement, consultant shall continue to submit running bill of zero amount as part his basic responsibility, to avoid penalty to the consultant on account of non-submission of monthly bill.
- iv. **Site Order Book:** The site order book issued to the consultant shall be always kept at site and made available to the Engineer in Charge or his representative during site visit for issuing instructions. The key expert and non-key experts of the consultant shall also issue site instructions to the contractor through site order book as and when necessary. The contractor shall promptly respond to the instructions of the client and consultant. Copy of the relevant pages of the site order book shall also be appended with each running bill of the contractor submitted to the Engineer in Charge.
- v. **Likely Completion Cost of Project:** Consultant shall maintain up to date record of remaining quantities to be executed in the work and monitor the expected project completion cost based upon the remaining quantities. General records of all specified materials used in the works, shall be maintained.
- vi. **Procurement Orders for Specified Material:** Scrutinize contractor's schedule for placing the orders for specified materials, in consultation with the Engineer in Charge, to minimize the financial effects of escalation in the price of those materials.
- vii. **Check Measurement Percentage:-** Following percentage checks/recording of measurement shall be exercised by consultant's team members before submission of the measurements/bills to the Engineer-In-Charge:
 - a. **Measurement and Bill on Computer Sheet:** All measurement of all items of works will be recorded by Field Engineer engaged by the consultants in the Measurement Book or computer sheet as per provisions and rules in manual.
 - b. **Hidden Measurement 100% Checked:** All measurement of hidden items of works such as excavation, reinforcement, cabling, wiring shall be 100% (fully) recorded by Field Engineer and checked by ARE or RE or CMPDI member as the case be, in the computer sheet and placed for checking before covering/burrying/ encasing/ concealing the same before

client's work supervising section officer (DyM/AM/SOE coordinator of CMPDI) and also before engineer in charge's/Project coordinator representative or clients representatives (Overseer/EA/SOE /Assistant Manager level officer/ coordinator of CMPDI).

- c. **Every Building to Be Checked:** These checks shall be made on every building of project where there are more than one building in a project.
- d. **Check Measurement by the Client, if required:** All such measurements recorded by the Consultant/his representative, during the progress of the work, shall be got checked from the **Engineer-in-Charge/Project Co-ordinator or his** authorized representative. After the necessary corrections made by the **Engineer-in-Charge or his** authorized representative, measurement shall be checked/accepted by the Contractor or his authorized representative in joint inspection by Consultant's representative, Contractor's representative and **Engineer-in-Charge's** representative. Non acceptance of measurement by the contractor shall not delay consultant's submission of bill. The consultant shall mention incidence of non- acceptance of measurement and proceed with submission of bill. Bill and measurement shall be physically submitted to EIC. If the measurement and bill has not been accepted by the contractor, then an express note shall also be made in the submission cover letter. The dated signatures by the Engineer-in-Charge or **Engineer-in-Charge's** subordinate and the Contractor and the Team Leader or their representatives in token of their acceptance shall be valid. Any corrections, if any, of record measurement made at any stage shall in variably be signed with date on name and designation. Higher officials of the **Engineer in Charge**, whenever on visit to the site, are authorised to check any measurement recorded till date of their visit.
- e. **Measurement on Computer Sheet:-** Recording measurement and preparing bill on a computer sheet is also permitted to the Consultant by following procedure strictly as below:
 "The consultant will submit to the Engineer-in- Charge a measurement book, duly bound in duplicate and pages machine numbered/print numbered. Measurement recorded/printed on computer sheet (A4 size paper only) shall be recorded in a manner finalized in consultation with EIC so that a complete record of all the stages of works performed under the Contract is obtained at any later date. Each Page of record measurement shall be signed by Field Engineer and his next authority in the hierarchy in Consultant's team. Measurement books shall be assigned a unique number in record of the consultant and starting page shall have a certificate signed by TL about total pages of the MB.
- f. **In case of conflicts:** Perform tests or measurements of any or all of the items shall be taken in presence of Engineer-In-Charge in case of dispute/conflict.
- g. **Hidden Measurement:** The Consultant must ensure that all the ground levels, reinforcement and detailed measurements

required to arrive at quantities of hidden items are recorded in Measurement Book before they are covered. Necessary photos shall be taken and recorded in the file.

- h. **Always Standard Mode of Measurement:** If Consultant wants to use any software for working out the quantities of area or volume, such software/computer programme shall be got approved from the Engineer-In-Charge/Project coordinator prior to its use. Nevertheless, recording of detail measurements in the e-Measurement Book is necessary even when software is used by the Consultant. In any circumstances standard mode of measurement as given under CPWD specifications shall not be deviated.

5. **Progress of Work-**

- i. Implement a system for monitoring the progress of work based on computer based project management techniques.
- ii. Systematically check the progress of the works and order the initiation of the work in consultation with EIC/Project coordinator, which is part of the Contract.
- iii. Maintain an up-to-date status of all construction activities against the original and revised schedule for completion of works.
- iv. Investigate and initiate early action with regard to the delays in the execution of works. The Project Coordinator/Team Leader of the Consultant's supervision team shall explain in monthly progress and special reports giving reasons for delays explicitly stating party attributing delay and explain the actions to be taken/already taken to correct the situation. In absence of such monthly report with reasons for delay, it may be deemed that delay in work has been caused by consultant. All reports prepared by the Consultants' team shall be objective and shall substantiate any event/recommendation with factual data and information. The Progress Reports shall contain the pertinent data and chart form and shall clearly bring out the comparison between the projected and the actual work done using "S" curves and/or any other widely accepted superior methods of representation. The Consultant shall be fully responsible for the timely completion of the works.
- v. In case of consultant's failure to identify reason for delay in their monthly report and at later date it is found that such delay is attributed to the consultant, the consultant shall also be liable for recovery of an amount which becomes payable to the contractor as escalation for such attributed period to consultant, consultant's Security Deposit shall not be refunded unless decision on responsibility of delay is taken by the competent authority.

6. **Additional Services-** The consultant shall provide any of the following additional services on the following terms and conditions:

- i. **Estimates and Site Plans:** On mutual consent of both the parties, prepare estimates and site plan for the other building works on the rates mutually agreed between Engineer in Charge and the consultant.
- ii. **Supplementary Work:** On mutual consent of both parties, perform architectural and allied services, engineering, supervision and quality control works etc. of building projects which are in jurisdiction of the Client and are allotted (supplemented) in this contract during the currency of this contract (assignment) at same

rates and terms and conditions on which this agreement has been signed.

- iii. **Investigation:** On mutual consent of both parties, any other specialized services (soil investigation, survey, preparing engineering map with contour etc.) required by the Engineer-in-Charge and to be paid @SOR/Market Analysed rate.
- iv. Architectural and allied services, Engineering, Supervision and Quality Control works etc. of building projects with in the CIL/Subsidiary, not exceeding 30% of the contract amount, as may be allotted at any time during the currency of the contract on the same rates, terms and conditions on which this agreement has been signed.

7. Consultants Team and Expected Inputs:

- i. The consultant will engage the staff with qualification, experience as per TOR and Annexure to ITC.
- ii. The consultant shall employ the following (team composition) desired category of Key Expert and Non Key Experts. However, the requirement shall vary with tune of work assignment/scope of the each project, accordingly, the Engineer –in – charge shall decide the actual Team requirements, and the given tables are for guidance only for bidding the prices. The consultants needs to assess the actual requirements for specific projects in consultation with Engineer-in-charge.

a). For Architectural and allied services (including Engineering Services)

Composition of Team (**Key Experts**) for Architectural and allied services (including Engineering Services) shall be as per project requirement keeping in view the Time Schedule to be maintained. The Architecture professional, as required, needs to be deployed in day to day site construction issues.

b). For Supervision and Quality Control (SQC)

The team shall consist of members as per project requirement but the following members, shall be fully deployed for the project from commencement till handing over the project.

Project Management: Team Leader - 1(Minimum)

Project Supervision & Quality assurance-
Resident engineer Civil – 1 (Minimum)
Site Engineer Civil – 1 (minimum)

Additionally, Engineer/supervisors for Electrical, HVAC/ air-conditioning/ Firefighting etc. shall be deployed as and when required.

Note :

- a) Manpower required only for SQC shall be deployed after finalization of Construction Contract by Employer before commencement of construction work as desired by EIC/ coordinator of CMPDI.
 - b) **Flow of Command:** Consultant's team members will work under the overall supervision of the Team Leader/Project Coordinator as the case be.
 - c) **Additional Staff:** The requirement of additional Key Expert (more than minimum number) shall be assessed by the consultant in consultation with Engineer in Charge/ coordinator of CMPDI from time to time with reference to progress of works of agreement or additional (supplementary) work if allotted to the consultant. No extra rate (rate of fee) shall be paid to the consultant.
 - d) **Approval of CVs of Key Experts:** CVs of Key Experts such as, Team Leader, Principal Architect, RE, Resident Architect, ARE, Estimator, Billing Engineer, Quantity Surveyor etc. as required as per team composition should be submitted along with the Technical Proposal to Engineer –in-charge/Project coordinator for approval.
8. **Facilities to Key Experts:**
- i. **Touring Vehicles:** The consultants including key expert and non-key expert etc. shall make their own arrangements for transport (Touring Vehicle) at the project site.
 - ii. **Cost of Facilities to be Included in Financial Proposal:** The Financial Proposal shall include cost of all facilities, office rental, equipment (engineering and office), transport, computer hardware and peripherals, computer software, communication system (telephone, e-mail/ internet), forms and stationery and support staff etc. which they consider necessary to carry out the services.
9. **Construction Supervision Manual:-** Consultant shall submit manual within 30 days of start of construction work. The primary objective of the Supervision Manual will be to evolve guidelines for administration, supervision and management of the project. Such a manual is neither intended to be a contractual document nor to take precedence over the specifications. The Manual will merely act as a guide and reference to the various staff in the management and supervision of the project in discharging their duties in a smooth and systematic manner.
10. **Quality Assurance Document:-** To be submitted within 30 days of start of construction work. The Quality Assurance (QA) Document shall be evolved on the basis of the relevant NBC/ BIS publications and recommendations contained in the widely used international practices on quality of construction materials and completed works. The document shall contain all relevant data formats for QA and QC and the acceptance criteria for materials and works. The document shall also contain the methods for the analysis of quality control (QC) testing.
11. **Reports-** All reports and documents shall be prepared by the Consultants in standard format only in precise and profession manner to fulfil objective. If a format for any Report is not given in this tender document, the same shall be finalized in consultation with the Engineer in Charge. The Consultant shall submit (send) all such reports to EIC to keep track record of reporting. Reports to be submitted during currency of the agreement are as follows:
- i. **Reports related to Architectural & Engineering services-** Consultant shall submit reports once in 15 days (5th & 20th day of every month) or at such intervals as desired by EIC w.r.t. progress made in preparation and finalization of concept plan, building plan, elevation, section, detailed estimate with specifications, preparation of DPR etc.
 - ii. **Commencement Report:-** The Commencement Report (start of construction work) shall be submitted within five days of commencement of work and shall

contain the details of kick start meetings held with the client and the contractor and decisions taken therein, the resources mobilized by the Consultants as well as the Contractor and the Consultants perceptions for the management and supervision of the project. The Report shall also include the Work Program and Resource Mobilization for the Project.

iii. **Monthly Progress Report (after start of construction work):** To be submitted for each month within the 10th day of next month. Each monthly running bill shall be appended with details of all meetings, decisions taken therein, mobilization of resources (Consultant's and the Contractor's), physical and financial progress and the projected progress for the coming periods. The Report shall clearly bring notice of delays, if any, reasons for such delay(s) and the recommendations for corrective measures. The Report shall also contain the performance data for Contractor's plant and equipment. The broad scope of monthly progress reporting is as given under, which may alter as per the requirement of EIC/Project coordinator.

- a. **Monthly Report on Abstract Progress "Report R-1":** Cumulative physical & financial monthly progress of overall project.
- b. **Monthly Report on Detail Progress "Report R-2":** Cumulative detail physical & financial monthly progress of various activities (component) of project.
- c. **Monthly Report on Slippage "Report R-3":** Report on slippage of critical activity and reason for delay and also clear report on responsibility of slippage.
- d. **Monthly Report on Action Taken 'Report R-4':** The report identifies measure taken on suggestion made in previous reports and their effectiveness.
- e. **Monthly Report on Payment of Wages R-5:** Consultant should disclose status of wages paid to their Key Experts and non-Key Experts working for the consultant.
- f. **Reviews:-** Review and suggest client following.
 - **Reschedule:** Review the progress achieved in the previous months and obtain revised work schedule, if required, and submit the same with recommendation/ opinion/ comments in format agreed by Engineer-In-Charge. If contractor fails to submit revised schedule, intimate the Engineer in Charge.
 - **BOQ & Supplementary Schedule:** Review of BOQ's for cost compliance and possible deviation of quantities. Review changes required in the schedule (BOQ) due to extraneous reasons beyond control of the contractor and submit report along with recommendation/opinion in format agreed by Engineer-In- Charge.

iv. **Tour Diary:** Tour diary of Team Leader shall be submitted monthly which should inter alia indicate the date of visit, tests conducted and results thereof.

12. **Equipment/IS Codes for Quality Control of Works:-** The Consultants shall have to procure a set of equipment as below to be always with ME/AME for making independent Quality Control Testing of building materials as far as possible or this may be got it done through Contract/ Construction agency, However, the following is preferable. .

Apparatus and equipment , if required

1. Sieve set for aggregate and granular material.
2. Sand pouring cylinder/field density kit.
3. Core cutter with hammer.
4. Rapid Moisture Meter.
5. Balance (two pans) with weight box.

6. Auto level & prismatic compass, spirit levels.
 7. Elongation and flakiness index gauge.
 8. Relevant B.S., I.S. Codes.
 9. Rebound hammer for concrete strength testing.
 10. Slump Testing equipment.
 11. Electronic Weighing Machine (minimum 10kg).
 12. Measuring tapes, levels, scales, gauge and thickness checking devices.
 13. Relevant IS, NBC Codes and publication.
 14. Empty bags for collection of samples.
13. **Arbitration:** The consultant shall advise Engineer-In-Charge/ coordinator of CMPDI during Arbitration proceedings between contractor and the client, if any.
14. **Criminal Liability:** In the event of any material used or item of work executed is found later to be substandard and unacceptable, the Consultant shall immediately initiate actions to get the rectification done and ensure that such cases do not recur. If it is noticed by departmental officer during inspection of the work that a sub-standard/deficient work by the contractor has uninterruptedly been allowed (whether paid or not) under supervision and full knowledge of the consultant, a penal recovery of an amount equal to ten times of the fee amount accrual on unacceptable substandard work shall be made from the next running bill of the consultant. However, consultants will not be absolved of his responsibility to get the defective work rectified from the contractor. Such key experts shall be removed from the site and shall not be engaged further.

ANNEXURE TO TOR

DESIRED QUALIFICATION, EXPERIENCE AND DUTIES

- **TEAM LEADER (TL) (Senior Key Expert)**

1. **Duties:-**The Team Leader shall be Project Manager responsible for the overall performance and administration of the Consultant's team at the project site and work under project coordinator if required for the assignment as per the norms. The Team Leader will also act as the Engineer's representative and shall be overall in charge for the Consultant's team for the entire project. Normally replacement of Team Leader will not be allowed. In exceptional circumstances, consultant will have to directly request EIC with complete CV of the proposed substitute and assigning complete reasons for change. Written approval of EIC will be necessary before affecting any change. The Headquarters of the Team Leader shall be as decided by EIC and he will keep Engineer-in-Charge informed of his tour programme one week in advance. The major tasks for the Team Leader shall include but not be limited to the following:

- i. Establishment of site offices and assist in establishment of laboratories;
- ii. Submission of concept plan, building plan, elevation, section, detailed estimate with specifications, preparation of DPR etc.
- iii. Assist the Employer with the review of the Contractors' securities, insurance and safety plans;
- iv. Scrutiny the Contractors' work programme, and scheme for the deployment of plant, equipment and machinery for approval of the EIC.
- v. Assist the Employer in the interpretation of provisions in the Contract documents and technical specification;
- vi. Assist the Employer in handing over the site and issuing order to commence the works.
- vii. Liaise with the local authorities for shifting of utilities, wherever required;
- viii. Modify and issue of detailed drawings to the Contractor;
- ix. Regular supervision of works.
- x. Review the test results / certificate of all construction material and/or sources of materials to ensure quality.
- xi. Review and approve mix designs proposed by the Contractors
- xii. Evolve and implement quantity and quality control procedures;
- xiii. Evolve criteria for the acceptance of works;
- xiv. Prepare and issue variation orders (if any) after the approval of the Employer;
- xv. Assist the Employer in the evaluation of Contractors' claims;
- xvi. Verify and certify Contractors' interim certificates for approval of the EIC;
- xvii. Assist EIC in monitoring physical and financial progress of the works;
- xviii. Assist EIC in conducting monthly progress meetings;
- xix. Complete monthly progress reports and prepare quarterly reports;
- xx. Strictly monitor the progress of work for timely completion of the project;
- xxi. Completion Inspections;

- xxii. Verify and certify Contractors' Statements at completion;
- xxiii. Supervise Resident Engineers for the compilation and verification of "As-Built" drawings;
- xxiv. Prepare project completion report;
- xxv. Liaise with the Employer/Coordinator in all matter concerning the works;
- xxvi. Time schedule and management of /team's resources,
- xxvii. Advising the Employer in all matters related to the progress of works, with particular reference to delays, possible reasons and mitigating measures.
- xxviii. The Team Leader (TL) shall be responsible for all technical presentations concerning the various facets of the construction of works and shall maintain close communication with Employer. TL shall be the Consultant's authorized representative and shall interact with Employer on behalf of the Consultants appointed for the services. TL shall be full-time on the job.

2. **Education:** should be a Graduate in Civil Engineering from a recognized University/Institution (higher qualifications and training in Construction Management/Quality Control of Works will be preferable). Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
1	2
L1) Minimum Qualification	BE
L2) Desirable Qualification	M. TECH
L3) Relevant Extra Qualification	PhD/MBA/Extra Technical Courses of university level

- 3. **Experience:** Should commensurate with the job requirement subject to approval of Project Co-ordinator of CMPDI/EIC
- 4. **Age:-** The age of the candidate will not be more than 65 years.
- 5. **Membership:** Membership of a recognized Professional Society will be Preferable.

• **Principal Architect (Senior Key Expert)**

- 1. **Duties:-**The Principal Architect shall be responsible for the overall performance and administration of Architectural and Detailed Engineering Services at the project site and work under project coordinator/ TL for the assignment as per the norms. In exceptional circumstances, consultant will have to directly request EIC with complete CV of the proposed substitute and assigning complete reasons for change. Written approval of EIC will be necessary before affecting any change. The major tasks for the Principal Architect shall include but not be limited to the following:
 - i. Understanding the client's requirement through a detailed discussion.
 - ii. Understanding the limitations and potential of the site.
 - iii. Preparation of design drawings include the floor plan, the site plan, the elevation, Other detailed structural drawings, 3D models, 3D views etc.
 - iv. Preparation of Detail construction drawings for civil & architectural jobs and structural design, Detail design and preparation of all drawings good for construction for internal and external electrification, Sanitary and

Plumbing jobs, all Fire services i.e., fire Detection, Annunciation and Extinguishing, installation and commissioning of Lifts as per Manufacturer's specification, Design of HVAC for centralised air conditioning as per requirement, Rainwater Harvesting system, IT enabled services like intercom telephone, LAN, Wi-Fi, CCTVs etc., Sewage Treatment Plant, layout and details for Interior furnishing, Roof top Solar panel system (including structure), Landscaping and site development including internal roads, drains and culverts, horticulture etc. and all such relevant allied activities required for successful implementation of the Project.

- v. Consider the suggestions of EIC on the above and submission of the same after incorporating the suggestions, if any.
- vi. All reports/ documents will be routed through Project Coordinator/ Team Leader.
- vii. Any other as duties as mentioned elsewhere and as desired by EIC.

2. **Education:** should be a Graduate in Architecture from a recognized University/Institution (higher qualifications and training in Architecture will be preferable). Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
1	2
L1) Minimum Qualification	Graduation
L2) Desirable Qualification	Higher Qualification

3. **Experience:** should have a minimum of 15 years' experience of Architectural Works. He must have completed during the last five years, at least one construction project for high quality valuing not less than Rs.50 fifty crores as Architect.
4. **Age:-** The age of the candidate will not be more than 65 years.
5. **Membership:** Principal Architect should be Registered with Council of Architecture, statutory body of Govt.

- **RESIDENT ENGINEER-CIVIL/Site Engineer (RE - Civil) (Senior Key Expert)**

The qualifications, experience and duties of Resident Engineer shall be similar to that of Team Leader with the exceptions as given:-

1. There will be no need for establishment of an independent office and laboratory, however, he will have to notify the contact place and phone number at his notified headquarters.
2. All reports will be routed through Team Leader.
3. Assistant Resident Engineer (ARE) and Field Engineers (FE) shall work under the supervision of Resident Engineer (RE).
4. TL, RE, ARE shall make independent check measurement which are not checked by others.

- **RESIDENT ENGINEER-ELECTRICAL (RE - Electrical) (Senior Key Expert)**

The qualifications, experience and duties of Resident Engineer shall be similar to that of Team Leader with the exceptions as given:-

1. There will be no need for establishment of an independent office and laboratory, however, he will have to notify the contact place and phone number at his notified headquarters.
2. All reports will be routed through Team Leader.
3. Education: should be a Graduate in Electrical Engineering from a reconized/University/Institution.
4. Assistant Resident Engineer (ARE) and Field Engineers (FE) shall work under the supervision of Resident Engineer (RE).
5. TL, RE, ARE shall make independent check measurement which are not checked by others.

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SECTION -E

SPECIAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITION

1. All the personnel employed by consultant should be citizen of India.
2. After award of work, consultant and key expert (i.e. PC, TL ,RE/Site Engineer) will be called for discussion on the technical proposal, the proposed methodology (work plan), staffing and for interviewing of the key experts (PC, TL ,RE/Site Engineer) to ascertain their overall suitability and availability for the assignment. If proposed PC, TL ,RE/Site Engineer is not found suitable for the assignment, consultant shall be given at least one more opportunity to present the alternate PC, TL ,RE/Site Engineer of desired qualification and competence. If proposed PC, TL ,RE/Site Engineer is not assessed suitable for the assignment, consultant will have to provide a suitable substitute of equal or higher qualification and experience. Such Substitute will be subject to approval by CIL/Subsidiary after personal interview.

Consultant will also have to submit a joint undertaking for each of the key expert regarding their availability during the whole contract period after award of work and before signing of agreement.

3. If PC, TL ,RE/Site Engineer proposed in the technical bid do not appear for interview for the assignment, a penalty of Rs.50000/- each will be levied and recovered from the consultant.
4. The composition of the proposed team and task assignment to individual members: The general description of qualification, experience and tasks to be performed (duties) by the various Key Experts are given in Annexures to TOR. The tasks to be assigned to each member of the proposed team should conform to, but not be limited to, the generalized tasks given in TOR and Annexures. The Consultant should take into account the various stipulations in the Terms of Reference and assign tasks to individual members of the team.
5. Proposed work programme should be given for the execution of the services, illustrated with activity bar Charts or Critical Path Method (CPM) or Program Evaluation Review Technique (PERT) type graphics. The composition of the team, the assigned tasks and their timings should be brought out clearly using bar chart and flow diagrams.
6. Substitution of Key Experts on Extension of Validity Period: - If any of the Key Experts become unavailable for extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.
If the Consultant fails to provide a replacement Key Expert with equal or better qualifications during extended validity period, or if provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.
7. The selection of non-key Experts such as field engineer, lab technician etc. if required, will be done by interview method by Engineer-in-Charge after the award of work and the C.V of key experts shall be submitted by consultant along with technical bid.
8. Frequent replacement of TL and/or RE and other technical staff without valid reason may also be cause for termination of agreement.

9. If a TL and/or RE working with a consultant leaves his assignment during the currency of contract without valid reason/approval by EIC, he will not be allowed to work further in the subject project.
10. The consultant is required to submit the following after issue of work order and before signing of agreement-
 - a. Firm's organization, structure (in the enclosed Annexure-XIV).
 - b. Details of equipment, office infrastructure, and communication facilities, their respective numbers and details of licenses for equipment's and software proposed to be used for the assignment. It should be clearly understood that equipment and other facilities as may be indicated here will have to be deployed on work.
 - c. The composition of the proposed team as per ToR.
 - d. Description of methodology and work plan for performance of assignment.
 - e. Proposed work programme for the execution of the services, illustrated with bar charts of the activities, Critical Path Method (CPM) or Program Evaluation Review Technique (PERT) type graphics. The composition of the team, the assigned tasks and their timings should be brought out clearly using bar chart and flow diagrams.
11. Consultant should make his own assessment considering the requirement of the work as per TOR, including his assessment of the support personnel both technical and administrative and submit proposal accordingly. Consultant will, however, have to deploy minimum number of key expert as indicated in T.O.R. The consultant shall have the complete responsibility for the timely completion of works and no additional fee on any account shall be paid for.
12. Majority of key professional staff proposed may preferably be permanent employees of the firm.
13. The availability of key personnel must be ensured at site during the execution of the work as per schedule.
14. A good working knowledge of English and/or Hindi language is essential for key professional staff on this assignment.
15. All reports must be in the English language.
16. The financial proposals shall be prepared to cover the tasks mentioned in the TOR and also the tasks you may think should be carried out in order to meet the objective of the project.

17. Limitations of the consultant's liability towards client:

Except in cases of criminal negligence or willful misconduct,

- i. Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterized, any/or from any other remote cause whatsoever.
- ii. The Contractor shall not be liable to the Owner for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the work which caused such losses, claims, damages, costs or expenses.
- iii. However, the limitation of liability of the Contractor indicated above shall not apply to penalty mentioned elsewhere.

18. Relation Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub- consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

19. OBLIGATIONS OF THE CONSULTANTS

A. General

- a. **Standard of Performance:** The Consultants shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

Conflict of Interests:

- b. **Consultants not to benefit from Commissions, discounts etc.**

The payment of the Consultants pursuant to Clauses of this agreement hereof shall constitute the Consultant's sole remuneration in connection with this agreement or the services, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any of the Personnel / Sub-consultant and agents of either of them, similarly shall not receive any such additional payment.

Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services (if required and directed by EIC), the Consultant shall comply with the Client's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- c. **Consultants and Affiliates not to engage in certain activities**

The Consultants agree that, during the term of this agreement and after its termination, the consultants and any entity affiliated with the consultants, as well as any sub-consultant and any entity affiliated with such sub-consultant, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any Project resulting to the Services.

- d. **Prohibition of Conflicting Activities** The Consultants shall not engage and shall cause their personnel as well as Sub-consultants and their Personnel not to engage, either directly or indirectly in any of the following activities: (a) During the term of this agreement, any business or professional, which would conflict, with the activities assigned to them under this Agreement.
- e. The consultant & his partners/directors and their professionals engaged shall not be a relative of construction contractor or their partners/directors. The term 'Relative' is defined as per Companies Act, 2013 and as amended from time to time.

f. Confidentiality

The consultants, their sub-consultants and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Agreement, disclose any proprietary or confidential information relating to the project, the services, this agreement or the Client's business or operations without the prior written consent of the Client.

- g. Insurance to be taken out by the Consultants:** The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain at their (or the Sub-consultants, as the case may be) own cost insurance against the risk for personal injury / death of the staff and on the terms and conditions approved by the Client, (ii) At the Client's request, shall provide evidence to the Client that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- h. Reporting Obligations:** The Consultants shall submit to the Client the reports and documents specified in TOR hereto, in the form, in the numbers and within the time period set forth in the said TOR and also furnish specific data/information called for by the Client as and when required.
- i. Documents Prepared by the Consultants to be the Property of the Client:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this agreement shall become and remain the property of the Client. The Consultants shall, not later than upon termination or expiration of this Agreement, deliver all such documents (both hard and soft copies) etc. to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.
- j. Equipment and Materials furnished by the Client:** Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this agreement, the Consultants shall make available to the Client an inventory of such equipments and material and shall dispose of such equipments and materials in accordance with the Client's instruction. Equipments and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

20. CONSULTANT'S PERSONNEL AND SUBCONSULTANTS

- A. General:** The Consultants shall employ and provide such qualified and experienced Personnel and sub-consultants as are required to carry out the Services.

B. Replacement of Key Experts

Changes (replacement) of Key Expert shall be made only in exceptional circumstances with permission of Client. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience.

c. Additional Key Experts

If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs).

D. Removal of Experts or Sub-consultants

If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the employer, and if deemed necessary interview process may also be followed.

E. Cost of Replacement/ Removal of Experts

Except as the Client may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

21. OBLIGATIONS OF THE CLIENT**A. Access to Land& Work:**

The Client warrants that the Consultants shall have free of charge unimpeded access to all land in respect of which access is required for the performance of the Services.

22. PAYMENTS OF THE CONSULTANTS: The invoice in triplicate as per stage wise payment shall be submitted to the Engineer in Charge designated for this work. The Engineer in charge will examine the bills received and after its acceptance as per terms and conditions of NIT, accepted bills will be submitted to Finance Department, CMPDI HQ for further payment to the awarded agency.

A. Schedule of payment:

The Consultant shall be paid in the following stages consistent with the work done.

(a) Payment: For Survey, drawings and estimate submission

For Architectural and allied services (including Engineering Services) and Supervision and Quality Control:

Note: In case of partial work done, proportionate payment shall be made.

Stage	Milestone	Timeline	Payment
Stage-1	On submission of survey, architectural/structural drawings, cost estimates of all items duly accepted by CMPDI	30 days after commencement of work	10% of the total fees payable against the item.
Stage-2	On submission of Bill of Quantities and NIT for	15 days after	10% of the total fee payable

	construction and all allied services including furnishing (In case partially work done, proportionate %age will be paid)	stage -1	against this item offered
Stage-3	On submitting Completion Report and drawings for issuance of completion certificate by statutory authorities, if required and on issue of "as- built-drawings".	20 days after stage -2	10 % of the total fee payable against this item offered

(i) Payment for Supervision and Quality Control (SQC) after award of construction activity:

Stage-1	Description	Percentage of the payment
	(only executed work)	
Stage-1	1) On mobilization of Team	3% of the total fee payable against this item offered
	2) On approval of work programme submitted by the contractor	
	3) After completion of Survey works	
	4) After Layout & Fixing of reference points	
	5) On completion of all the above work	
Stage-2	On approval of Quality assurance plan.	2% of the quoted price
Stage-3	On execution of works as below	Total 50% of the quoted price(sub-division given below)
	1) Stage – I (1/5 of Project Cost/awarded amount executed by the contractor)	Total 10% of the quoted price
	2) Stage – II (2/5 of Project Cost awarded amount executed by the contractor)	Total 10% of the quoted price
	3) Stage – III (3/5 of Project Cost awarded amount executed by the contractor)	Total 10% of the quoted price
	4) Stage – IV (4/5 of Project Cost awarded amount executed by the	Total 10% of the quoted price

	contractor)	
	5) Stage – V (5/5 of Project Cost awarded amount executed by the contractor)	Total 10% of the quoted price
Stage-4	1) On completion of works as per scope of construction contractor.	3% of the quoted price
	2) Handing over of work & services.	2% of the quoted price
	3) On issuance of completion certificate to construction contractor.	5% of the quoted price
	4) After Successful payment to the construction contractor.	5% of the quoted price
<p>Note: 1.As per performance security deposit clause,mandatory/ necessary deduction shall be made as per relevant clauses mentioned elsewhere in the NIT.</p> <p>2. The total payment payable to consultant for SQC will be accepted/quoted value against items</p>		

B. Remuneration, Other Expenses, Provisional Sums and Contingency

- a. No Payments to the consultant shall be made as Remuneration and Other Expenses, Provisional Sums and Contingency.
- b. No price adjustment of the remuneration rates, said remuneration shall be payable for the duration of the Contract. No Contingency shall be reimbursed to the consultant.

C. Currency of Payment

Any payment under this Contract shall be made in INR only.

- D. Any sum falling due or any loss caused due to this agreement shall be recoverable by the client from the consultant.
- E. No interest shall be payable to the Consultant on any payment due or award by any authority.

36. Penalties

Following penalties are applicable in this contract:

- a. **For Non-Submission of Completion Certificate:-** Consultant will have to issue completion certificate of the work completed by the contractor for further signing by the Engineer-in-charge & submit final bill of the contractor in acceptable format to the Engineer-in-charge within a month from the date of issue of completion certificate, failing which he will be liable to pay penalty @ 1% of the consultancy fee payable for concerned work for each week's delay subject to limit of 10% maximum.
- b. **For Non-Submission of Monthly Reports:-** Non submission of monthly report with monthly running bill shall irrevocable attract penalty of Rs.10,000/- (ten thousand) for each non- submission. This amount shall be non-refundable.
- c. **For Failure of Periodical Appraisal:** Project Coordinator/Team Leader

meet at least once in two months to the EIC to discuss the progress, performance of the team and issues, if any, related to works. Failure to do so will entail a penalty of Rs.25000/- (Twenty Five thousand) for each such visit.

- d. **Deduction for non-Deployment of Key Experts:** In case of non-deployment of minimum Key Experts, deduction of Rs.50000 (fifty thousand) for each senior Key Expert and Rs.25000 (Twenty five thousand) for each junior key experts shall be made per month.

37. Liquidated Damages

- a. **On Non-Submission of Monthly Bill:** Non availability of funds with the department or very small quantum of work done by the contractor or non-acceptance of measurement by the contractor shall not be accepted as reason for non- submission of monthly bill by the consultant. Failure to submit monthly interim (running) bill of the work done by the contractor for monthly payment to the Engineer-in- Charge, the consultant shall irrevocably be liable for a penalty (liquidated damages) of an amount equal to consultant's monthly fee for SQC from the stipulated monthly work to be done (contract amount of work divided by stipulated period of completion in month) by the contractor as per agreement. Such deduction in monthly bill shall not be refunded to the consultant at any later date.
- b. **Measurement and Billing by Department:-** In the event of consultant failing to record the measurement and submit monthly running bill, the Engineer-in-Charge shall direct departmental officers to record measurement and submit bills to avert delay in progress of the work. Irrevocable penalty (liquidated damages) of the amount equivalent to double the fee payable to the consultant on bill prepared by the department, as if consultant has prepared the bill, shall be imposed on the consultant. This provision shall operate in addition to the clause related to not submission of monthly bill.

38. Consultant's Liability for Price Escalation in Payable to The Contractor : Not applicable

However, the delays on the part of Third Party Contractor for execution of Construction work, shall not affect the liability of Consultancy Firm for the SQC part of the Contract and its completion in totality of the Contract and no payment will be made extra due to the delays on this ground.

39. Regular Payment to Consultant's Staff

The consultant shall ensure that work at site do not suffer due to delay in payment of remuneration to their Key Experts and Non-Key Experts provided all up to date duly passed bills payable to the consultant have been paid by the client. The consultant shall submit a monthly "**Report on Payment of Wages**" in standard format in first week of each month to the Engineer-in-charge declaring that wages to all his Key Experts and Non-Key Experts of one month prior to preceding months have been paid, in support of which the consultant shall append a documentary proof such as ESIC, EPF and bank statement as well. Payment of wages to the Key Experts and Non-Key

Experts of consultant shall be only into the bank account of the staff. No other format of payment to staff shall be acceptable.

40. Safety Health & Environment Protection

Consultant shall in force all provisions related to safety, health and protection of environment stipulated in the contract. Consultant shall ensure that all its field employees also observe health and safety measures such as white helmets, identity card, safety boots and florescent vest always at site.

41. Completion Certificate of consultant

The completion certificate will be issued when work/works are completed and final bills of contractor/contractors submitted in acceptable format.

42. FAIRNESS AND GOOD FAITH

a. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

b. Operation of the Agreement

The parties recognize that it is impractical in this agreement to provide for every contingency which may arise during the life of the agreement, and the parties hereby agree that it is their intention that this agreement shall operate fairly as between them, and without detriment to the interest of either of them and that if during the term of this agreement either party believes that this agreement is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance relevant provision.

SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12ft). above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft) above ground level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft).
5. Safety means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 20 cm (11 $\frac{1}{2}$ ") for ladder upto and including 3 m (10ft) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for additional 30 cm (1ft.) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching: All trenches 1.2 m (4ft) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm (3ft) above the surface of the ground. The side of the trenches which are 1.5 m (5ft) or

more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

7. Demolition: before any demolition work is commenced and also during the progress of the work,
 - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: - The following safety equipment shall invariably be provided.
 - i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
 - iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to: -
 - a) Entry for workers into the line shall not be allowed except under supervision of the Engineering Assistant or any other higher officer.

- b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
- c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
- d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- f) The area should be barricaded or condoned of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non-sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.

- m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non-sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken: -
 - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
 - d) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - e) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - f) Overall shall be worn by working painters during the whole of working period.
 - g) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

9. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions: -
 - i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

 - ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

 - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

 - iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be

altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

TECHNICAL SPECIFICATIONS

Technical Specifications to be followed:

Civil Engineering Works

Latest CPWD specification shall be adopted. Presently CPWD specifications 2019 Vol. I & II is in vogue which may be followed. These specifications cover all type of Building Works. The specifications are available as a printed document issued by CPWD and also in soft copy PDF format in CPWD website.

Electrical Engineering Works

Latest CPWD specification shall be adopted. Presently the following are in vogue:

Part No.	Description	Year Of Issue
I	Internal	2018 or Latest
III	Lifts And Escalators	2018 or Latest
V	Wet Riser And Sprinklers System	2019 or Latest
VI	Heating, Ventilation And Air Conditioning Works	2019 or Latest

***Roads And Bridges**

Standard specifications issued by ministry of surface transport may be followed. Presently MORTH Specifications on roads and bridges Analysis is available or MP PWD 2017 or Latest is available. These specifications cover exhaustively various roads and bridge works. (Applicable for important and major roads.)

*Delete if not applicable

eTender Portal User Agreement

In order to create a user account and use the eTender portal you must read and accept this eTender portal User Agreement.

UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

I DO HEREBY UNDERTAKE

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period, I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.
 - a. Cancellation of my/our bid/contract (as the case may be)
 - b. Forfeiture of EMD
 - c. Punitive action as per tender document
2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.
3. That I/we accept the Integrity Pact as given in the tender document (if applicable).
4. That I/we, am/are giving my/our consent for e-payment and submitting/ shall submit the mandate form for e-Payment in the format as prescribed in the document in case, the work is awarded to us.
5. That I/we do authorize CIL/Subsidiary for seeking information/clarification from my Bankers having reference in this bid.
6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.
7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.
8. That I/We accept all the undertakings as specified elsewhere in the tender document.

9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL/Subsidiary Company.

TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

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YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

You may print and download portions of material from the different areas of the website solely for your own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site.

www.coalindiatenders.nic.in is an e-procurement portal of Coal India Limited/its Subsidiary.

THIS E-TENDER PORTAL AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE USER'S TERMS AND CONDITIONS SET FORTH BELOW:

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOU MAY NOT COMPLETE YOUR REGISTRATION AND USE THE E-TENDER PORTAL WITHOUT AGREEING TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW.

BY REGISTERING THE USER NAME AND PASSWORD, YOU AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW:

Bidder Registration, Password and Security:

Upon successful completion of Registration online, User ID and Password will be registered. You can login, only by giving valid User ID and Password and then signing with your valid Digital Signature Certificate.

The Online registration/enrolment of bidder on the portal should be done in the name of the bidder.

The person whose DSC is attached to the Registered Bidder should be either the bidder himself Or, duly authorized by the Bidder.

User ID and password are strictly personal to each Authorised User and non-transferable. The User shall ensure that its Authorised Users do not divulge or disclose their user ID or password to third parties. In the event that the Authorised User comes

to know that the User ID/Password has been/ might have been divulged, disclosed or discovered by any third party, user or its authorized user shall immediately modify the password using "Change Password" option. CIL/subsidiary will have no responsibility or obligation in this regard.

At the time of enrolment in the e-Tendering portal of CIL/its Subsidiaries, the Bidders should ensure that the status of DSC is active on this site. The activation of newly issued DSC may take 24 hrs or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs before the submission of Bid.

By registering in this portal, you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your Password or Account. You also agree to (a). immediately notify by e-mail to Application Administrator/Nodal officer, of any unauthorized use of your Password or Account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. CIL/its Subsidiaries shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.

Registered user can modify or update some of the information in their profile as and when required at their own discretion. However, some information such as "User ID" are protected against changes by Bidder after enrolment and some other information such as "Bidder Name" etc. are protected against changes by Bidder after bid submission.

Modification of software:

With consent of Project Advisory Committee, e-procurement of CIL, the Administrator of e-Tender portal, reserves the right to modify, add, delete and/or change the contents, classification and presentation of the information on the market place at any time as it may in its absolute discretion find to be expedient and without giving any notice. It is the users responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

Coal India Limited reserves right to interrupt/suspend the availability of the e-Tender system without any notice to the users.

System Requirements:

It is the user's responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the eTender portal as mentioned in the home page in the link "Resources Required".

Under any circumstances, CIL shall not be liable to the Users for any direct/indirect loss incurred by them or damages caused to them arising out of the following:

(a). Incorrect use of the e-Tender System, or;

- (b). Internet Connectivity failures in respect of the equipment used by the Users or by the Internet Service Providers, or;
- (c). Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/local to the Bidder.

Contents of Tender Information:

Tenders shall be published by the authorized Tender Inviting Authorities of the respective Tendering entities of CIL/subsidiary. In case of any clarifications arising out of the tenders, the users have to contact the respective Tender Inviting Authority.

Bid Submission Acknowledgement:

The User should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once acknowledgement is given by the system through Bid Submission number i.e. Bid ID, after completion of all the processes and steps. Coal India Limited is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the Tender Inviting Authority for processing. The acknowledgment is the only confirmation of submission of bid, which the bidder can show as a proof of participating in the tender. Other than this acknowledgement, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgement required for verification in case of dispute, his claim for submission of bid may not be considered.

Upload files:

The bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contain only the relevant information as stated by the Tender Inviting Authorities for the particular tender. It is not obligatory on the part of CIL/subsidiary to read each and every document uploaded by the Bidder. If any bidder/Company has uploaded/attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the respective tender then their User account will be liable for termination permanently or temporarily by CIL/subsidiary without any prior notice.

User Conduct:

You agree that all information, data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the eTender portal.

CIL/subsidiary does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence

under no circumstances, CIL/subsidiary is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

Amendments to a tender published:

You agree that the CIL/ Subsidiary companies reserves the right to re-tender /cancel a tender or extend the closing date or amend the details of tender at any time by publishing _____ corrigendum _____ as _____ applicable.

Special Admonitions for International Use:

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online content and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.

Links:

The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources.

You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous:

This Agreement shall all be governed and construed in accordance with the laws of India & applicable to agreements made and to be performed in India. The e-Tender portal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. CIL/subsidiary may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

Governing Law:

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court of the place where the registered office of Coal India/Subsidiary Company is situated shall have non-exclusive jurisdiction to entertain any dispute with Coal India/Subsidiary company. In case of dispute being with a regional Institute of CMPDIL, the principal Civil Court where the said regional Institute

is situated shall be place of suing.

CIL/subsidiary reserves the right to initiate any legal action against those bidders violating all or any of the above-mentioned terms & conditions of e-Tender services agreement.

Modification of terms of Agreement:

CIL/its Subsidiaries reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. CIL/its Subsidiaries reserves the right to modify, suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

Policy and Security:

General Policy:

CIL/its Subsidiaries is committed to protecting the privacy of our e-Tender site visitors. CIL/subsidiary does not collect any personal or business information unless you provide it to us voluntarily when conducting an online enrolment, bid submission etc. or any other transaction on the Site.

Information Collected:

When you choose to provide personal or business information to us to conduct an online transaction, we use it only for the purpose of conducting the specific online transaction that you requested. The information is also used for the purpose of vendor searches. For each online transaction, we require only a minimum amount of personal and business information required to process your transaction.

When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

The Internet domain and IP address from which you access our portal;

The date and time you access our portal;

The pages you visit

This information would help us to make our site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use.

We do not give, share, sell or transfer any personal information to a third party unless required to do so by law. If you do not want any personal or business information to be collected, please do not submit it to us; however, without this required information we

will be unable to process your online bid submission or any other online transaction. Review, update and correction of any personal or business information can be done directly on the Site.

Use of Cookies:

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computer's hard drive. By enabling this feature, the cookie will remember the data entered by you and next time when you visit this site, the data stored in the cookie will be available in future.

Security:

The Site has security measures in place to protect against the loss, misuse and alteration of information under our control.

eMail/ SMS Notifications:

The GePNIC eProcurement Server has functionality of automatically sending eMail / SMS alerts at various events as per the bidders preference. There is no manual intervention while sending these pre-defined eMail / SMS alerts. All events for which eMails / SMS being sent is also available to users on the Dash Board / the user login of the Bidder. Although all efforts will be made to ensure timely delivery of eMail / SMS, due to dependency in various other external factors, the delivery of eMail / SMS may not be assured and bidders are requested to check the portal on a periodic basis for any such events. Non receipt of eMail / SMS cannot be quoted as a reason for failure of service as this is an added facility being provided to users.

ANNEXURES

ANNEXURES

Annexure-I**FORMAT FOR LETTER OF BID**

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

To,

The Tender Committee

Central Mine Planning & Design Institute Limited

Sub: BID for the Work “

NIT No.:

Tender Id No:.....

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfil all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Central Mine Planning & Design Institute Limited.

Should this bid be accepted, I/we agree to furnish Performance Security within **stipulated date** and commence the work within **stipulated date**. In case of my/our failure to abide by the said provision, Central Mine Planning & Design Institute Limited shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/**work order** /award and also ban me/us for 01 (one year) from being eligible to submit Bids in CIL and its subsidiaries.

Annexure-II**PROFORMA FOR UNDERTAKING**

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

I/We,, Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/S., solemnly declare that:

1. I/We am/are submitting Bid for the work.....against Bid Notice No. Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't has/have any relative as employee of Central Mine Planning & Design Institute Limited
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
7. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

*** Delete whichever is not applicable.**

8. ** I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

Or

**I / Wehave been banned by the organization named "....." for a period of..... year/s, effective from to.....

**** Delete whichever is not applicable.**

9. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by Govt. of India as amended from time to time (not applicable for works with estimated value put to tender less than 5 lakh).
10. I/We do not have relationship with any other participating bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder.

11. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
12. **Bid Security Declaration:** If I/we withdraw or modify our bid during the period of validity, or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD (as prescribed in the existing manuals) as defined in the request for bids document, I/we will be banned for one year from being eligible to submit Bids in CIL and its subsidiaries.
13. **Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries** - I/we have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.

(Where applicable, evidence of Competent Authority shall be attached.)

14. I/We will engage the key professional staff as required as per the Tender Documents.

15. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and banning of my/ our firm and all partners of the firm etc. for 01(one) year from being eligible to submit Bids in CIL and its subsidiaries from the date of issue of such letter -

Annexure-III**MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT**

1. Name of the Bidder :
2. Address of the Bidder:
.....
City..... Pin Code.....
E-mail Id
Permanent Account Number

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number(as appearing in the Cheque Book.			

4. Date from which the mandate should be effective.....

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net / RTGS transfer/NEFT. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place :

Date :

Signature of the Party / Authorised Signatory

Certified that particulars furnished above are correct as per our records.

Banker's Stamp

Date :

Signature of the Authorised official from the Bank)

N.A.

**PROFORMA OF BANK GUARANTEE FOR RELEASE OF RETENTION MONEY/BID
SECURITY DEDUCTED @5% FROM RUNNING BILL**

**IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT
ACCRUED ANNUALLY BY PAYING THE RUNNING BILL AT 95%, i.e. THE
RETENTION MONEY DEDUCTED @ 5% FROM RUNNING BILL**

To

.....

.....

Re: Bank guarantee in respect of contract No.....

Dated..... between (Name of the)

And (Name of the contractor)

WHEREAS

..... (Name and address of the Contractor) (herein after called “the Contractor”) has entered into a contract dated.....(herein after called the said contract) with (name of the Company) (hereinafter called “the Company”) to execute (name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish a Bank Guarantee from a Schedule bank for a sum of Rs..... as security for release of equivalent amount of Retention Money/Bid Security as per terms and conditions of the said contract.

We..... (name of the Bank) having its branch/Office at..... have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of Bid Security.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation there under, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any

arbitration proceeding or legal proceeding is pending between the Company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the contractor and the company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of Rs..... or such lesser amount of the said sum of Rs..... as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum of Rs..... and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and he has discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forebear to enforce any of the terms & conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the company the said sum of Rs..... or such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... The Guarantee shall remain in force till the day* of* and unless the Guarantee is renewed or claim is preferred against the Bank on or before the said date all rights of the Company under this Guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

* the date of guarantee shall cover a minimum period of one year or suitable period i.e. 90 days beyond the defect liability period whichever is more. Defect liability period shall be derived based on provisions of contract.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under it is constitution power to give this guarantee and Shri who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this.....day of.....at.....

DELIVERED

SIGNED, SEALED AND

For and on behalf of the Bank

by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

“The Bank Guarantee as referred above shall be operative at our branch at..... payable at.....

(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)”

NOTE:- The department shall ensure extension of guarantee period in case of extension of time.

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

.....

Re: Bank Guarantee in respect of Contract
 No....., Dated..... Between (Name of the
 company) and (Name of the Contractor)

WHEREAS

..... (Name and address of the Contractor) (herein after called "the Contractor") has entered into a contract made as per letter of acceptance.....dated.....(herein after called the said contract) with (name of the Company) (hereinafter called "the Company") to execute (name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Schedule bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said contract.

We..... (name of the Bank) having its branch/Office at..... have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of performance Security.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation there under, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of but if the period of Contract is extended either pursuant to the provisions in the said contract or by mutual agreement between the contractor and the company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of or such lesser amount of the said sum of as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum ofand interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the company the said sum of or such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... The guarantee shall remain in force till the day*..... of*..... and unless the guarantee is renewed or claim is preferred against the bank on or before the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

* The date of guarantee shall cover a period of minimum one year or 90 days beyond the date of completion whichever is more.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under its constitution power to give this Guarantee and Sri..... who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this.....day of.....at.....

DELIVERED

SIGNED, SEALED AND

For and on behalf of the Bank

by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

“The Bank Guarantee as referred above shall be operative at our branch at CMPDI payable at Ranchi.

(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)”

NOTE:- The department shall ensure extension of guarantee period in case of extension of time.

PROFORMA FOR EXECUTION OF AGREEMENT**STAMP PAPER****(of appropriate value as per Stamp Act)**

This agreement is made on day of between (Name of Company) having its registered office at (hereinafter called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor) carrying on business as a (partnership/ proprietorship/ Ltd. Co. etc.) firm under the name and style (hereinafter called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of "....." and whereas the said Contractor/ Firm submitted tender for the said work and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.

- | | |
|-----------------|--|
| i) Annexure-A | Tender Notice (Page .. to ..) |
| ii) Schedule –A | General Terms & Conditions, Special Conditions and General Technical Specification (Page to ...) and Safety Code. |
| iii) Schedule-B | The probable Quantities and Amount (Page ... to ...) |
| iv) Schedule-C | Negotiation letters – |
| v) Schedule-D | Letter of Acceptance/Work Order (Page .. to ..) |
| vi) Schedule-E | Drawings (Page .. to ..) |

3) In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.

4) The company has received a sum of Rs..... towards Performance Security Deposit (1st part of Security Deposit) in the form of Demand Draft / Certified Cheque/ B.G./ *other form (details to be furnished)* .

5) The said contractor hereby covenants with the company that the company shall deduct at 5% of R/A Bills as Retention Money (2nd part of security deposit) as per the terms & condition of the tender/ contract.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1 Partner.

Signature

2 Partner

Signature

On behalf of M/S.....

The Contractor, as one of the constituted attorney,

In the presence of –

1. Name _____

Signature

Address :

Occupation :

Signed by Srion behalf of
(Name of Company) in presence of -

Signature

a) Name :

Signature

b) Address: .

Annexure-VII**CONSENT TO ARBITRATION CLAUSE 16 and 16A OF GTC****(Applicable in case of Partnership firm)**

We,.....
.....(Name of Partners of Partnership Firm), partners
of(Name of Partnership
Firm) hereby consent to abide by the provisions of Clause 16 and 16A of General
Terms and Conditions pertaining to arbitration.

(Name, Signature and Seal of Partners of Partnership Firm)

Format for Bid Securing Declaration

~~(To be uploaded by the Bidder on his Letter Head during submission of bid online)~~

~~I / We, _____, Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/S. _____, solemnly accept/(s) that if I/We withdraw or modify my/our Bid during the period of validity, or if I/we are awarded the contract and fail to sign the contract agreement, or to submit performance security before the deadline as per NIT/ Tender document / Letter of award or any other default made by me/us till execution of agreement as defined in the NIT/Tender Document, I/we will be banned for 02 (two) years from being eligible to submit Bids in CIL and its subsidiaries.~~

~~(This document is digitally signed by the DSC holder authorized by the bidder and therefore no physical signature is required).~~

DRAWINGS